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1981

# ANNUAL REPORT

OF THE

Officers of the Town

of

## EATON

## New Hampshire



For the fiscal year ending December 31

## 1981



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**Officers of the Town**

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**New Hampshire**



**For the fiscal year ending December 31**  
**1981**

**Printed by Walker's Pond Press, Center Conway, NH**

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# TOWN OFFICERS

## MODERATOR

Ellsworth T. Russell

Term Expires 1982

## TOWN CLERK

Marcia S. Heath

Term Expires 1984

## SELECTMEN

Samuel B. Head - Chairman

Term Expires 1982

Eugene G. Kleinmeier

Term Expires 1983

Betsi Ela

Term Expires 1984

## TREASURER

Holly Gardner

Term Expires 1984

## TAX COLLECTOR

Charles W. Hurll

Term Expires 1984

## HIGHWAY COMMISSIONER

Richard L. Heath

Term Expires 1982

## TRUSTEE TRUST FUND

William P. Ela

Term Expires 1982

Douglas Blue - Auditor

Term Expires 1988

## SUPERVISORS OF THE CHECKLIST

Nancy Bean

Term Expires 1982

Grace T. Fowler

Term Expires 1984

Doris Underwood

Term Expires 1986

## HEALTH OFFICER

Dr. John Cass

## CONSTABLE

Richard L. Heath

## FIRE CHEIF

Charles W. Hurll

## FIRE WARDEN

John R. Edge, Jr.

## DEPUTY FIRE WARDENS

Charles W. Hurll

John R. Edge, Sr.

Donald G. McBrien

Ellsworth T. Russell

## BOARD OF ADJUSTMENT

Charles W. Hurl, Chairman  
Douglas Blue

Ellsworth T. Russell  
John R. Edge, Sr.

Edward S. Ellis

-Alternates-

Mark Provost

Jo Ann Kelley

Harry Fowler

## PLANNING BOARD

Paul D. Hennigan, Chairman  
Robert Donahue  
Claudia Sundman

Fred Goss  
Jerome Underwood  
Robert French

Betsi Ela, Selectman and Secretary

## CONSERVATION COMMISSION

Jonathan Simonds, Chairman  
Roland Toppan  
Louis Feron

Alexander McKenzie, Secretary  
Philip Kelly  
Chester Russell

Shirley Blue

## PARK COMMISSION

Fred Goss

Carol Hache

# **TOWN WARRANT**

## **THE STATE OF NEW HAMPSHIRE**

**THE POLLS WILL BE OPEN FROM  
1:00 P.M. TO 6:00 P.M.**

**To the Inhabitants of the Town of Eaton in the County of Carroll in said State, qualified to vote in Town Affairs:**

**You are hereby notified to meet at the Evans Memorial Building (Town Hall) in the Town of Eaton, County of Carroll on Tuesday the ninth day of March at one o'clock in the afternoon to act upon the following subjects herein after set forth. Voting on articles 1 and 3 will be by official ballot and the polls shall open for balloting at 1:00 P.M., or as soon as thereafter as the Moderator calls the meeting to order and declares a quorum present. The remaining articles of the Warrant shall be acted upon at 8 o'clock in the evening.**

**Article 1. To choose all necessary Town Officers for the year ensuing.**

**Article 2. To raise such sums of money as may be necessary to defray town charges for the ensuing year and make appropriations of the same. Including town officers salaries, town officers expenses, election and registration expenses, expenses of the Town Hall and other buildings, Social Security, police department, fire department, insurance, civil defense, health, department, vital statistics, town dump, town maintenance (summer and winter, highway subsidy and general expenses), street lighting, town road aid, town poor, and old age assistance, recreation, cemeteries and interest. Planning and zoning, legal expenses, Capital Reserve and unemployment compensation.**

**Article 3. To see if the Town will vote to authorize the Board of Selectmen to enter into the following Agreement for the purpose of disposing of the solid waste generated by the cooperating towns and for the recovery of energy where possible in the most economical and efficient manner. The Agreement set forth herein is intended to provide, under State statute, for the joining of towns in a cooperative effort for the disposal of solid waste in a manner that will meet Federal and State requirements. (Text of Agreement printed in full as Addendum to the Warrant.**

**Article 4. To see if the Town will vote to raise and appropriate the estimated sum of \$5,100.00 for the first year's pro rata share of the initial capital investment in the Cooperative proposed under Article 3, which provides for the formation of the Mt. Washington Valley Regional Solid Waste Cooperative, and published as an addenda to the 1981 Annual Report of the Town of Eaton. Said Cooperative is authorized by the New Hampshire Intergovernmental Agreements Act, RSA 53A.**



**Article 5.** To see if the Town will vote to authorize the Selectmen, until directed to the contrary at a subsequent Town Meeting, to apply, negotiate and do all other things necessary to obtain such Federal, State, or other assistance as may be available for the construction of an Incinerator Plant and to authorize the selectmen to borrow money in anticipation of said assistance as outlined in N.H. RSA 33:7b et sq., as amended.

**Article 6.** To see if the Town will vote and appropriate the sum of \$4,897.45 maintenance allotment (Duncan Fund) for the maintenance of Class v Roads.

**Article 7.** To see if the town will vote to appropriate and authorize withdrawal from the revenue sharing fund established under the provision of the State and Local Assistance Act: of 1972 for the use as setoffs against budget appropriations in the amount indicated, and further to authorize the Selectmen to make pro rata reductions in the amounts if estimated entitlements are reduced or take any other action hereon.

Appropriation	Estimated Amount
Highway Maintenance	\$4,500.00

**Article 8.** To see if town will vote to appropriate the sum of \$4,261.35 which is a State additional highway subsidy allotment for the purpose of construction or reconstruction of town roads.

**Article 9.** To see if the town will vote to authorize the Conservation Commission to retain the unexpended portion of its 1981 receipts, said funds to be placed in a special conservation fund IAW RSA 36 A:5.

**Article 10.** To see if the town will vote to authorize that the Conservation Commission be empowered to manage the Creative Concepts Lands (Timber) under the provisions of RSA 31:112 (II) and that any proceeds from said stumpage be placed in the Eaton Conservation Fund.

**Article 11.** To see if the town will vote to establish a capital reserve fund for the purpose of reappraisal of the Town of Eaton under the provisions of RSA 35:1.

**Article 12.** To see whether or not the town will authorize the Selectmen to enter into an agreement with the Town of Conway for support and contribution to private independent ambulance service in form and manner as the Selectmen shall determine appropriate provided the town shall bear only it's share of expense of support in relation to it's population to the total population of all participating towns.

**Article 13.** To see if the town will authorize the Selectmen to borrow money in anticipation of taxes, if necessary.

**Article 14.** To see if town will vote to raise and appropriate the sum of \$600.00 for the 1982 General Operating Budget of the Memorial Hospital, North Conway.

Agreeable to petition signed by Dr. John Cass and others.



**Article 15.** To see if the town will vote to raise and appropriate the sum of \$221.00 for the support of the Children and Youth Project of Mt. Washington Valley (C & Y).

Agreeable to petition signed by Nancy Bean and others.

**Article 16.** To see if the town will vote to raise and appropriate the sum of \$250.00 in support of the Senior Meals and Wheels Program.

Agreeable to petition signed by Dr. John Cass and others.

**Article 17.** To see if the town will vote to raise and appropriate the sum of \$190.00 to assist Carroll County Mental Health Service.

Agreeable to petition signed by Robert Donahue and others.

**Article 18.** To see if the town will vote to raise and appropriate the sum of \$409.60 for the Visiting Nurse Services of Northern Carroll County Inc., said sum being equal to \$1.60 per person in the Town of Eaton.

Agreeable to petition signed by Philip Kelly and others.

**Article 19.** To see if the town will vote to raise and appropriate the sum of \$100.00 to assist the Family Planning Service of Northern Carroll County.

Agreeable to petition signed by Philip Kelly and others.

**Article 20.** To see if the town will vote to raise and appropriate the sum of \$400.00 for operational expenses for the Gibson Center for Senior Services, Inc.

Agreeable to petition signed by Dr. John Cass and others.

**Article 21.** To see if the town will vote to raise and appropriate the sum of \$700.00 to be turned over to the Conway Village Recreation Commission to help assist the program of the Conway Recreation Center.

Agreeable to petition signed by Judith M. Goss and others.

**Article 22.** To see if the town will vote to raise and appropriate the sum of \$100.00 for the Eaton-resident use of the Conway Public Library for one year.

Agreeable to petition signed by Alexander A. McKenzie and others.

**Article 23.** To see if the town will authorize the Selectmen to administer or dispose of any real estate acquired by the town through Tax Collector's Deeds. Reference RSA 80:42.

**Article 24.** To see if the Town of Eaton will vote to ask members of the New Hampshire Congressional delegation to introduce a resolution in the United States Congress requesting the President of the United States to propose to the Soviet Union a Nuclear Weapons Freeze: a bilateral halt to the testing, production, and development of new nuclear weapons and their delivery systems.

Agreeable to petition signed by Linda Jenkins and others.

**Article 25.** To act upon any other business that may legally come before this meeting.

**Given under our hands and seal, this 16 day of February, in the  
year of our Lord nineteen hundred and eighty two.**

**Samuel B. Head  
Eugene G. Kleinmeier  
Betsi Ela  
Selectmen of Eaton**

**A true copy of Warrant - Attest:**

**Samuel B. Head  
Eugene G. Kleinmeier  
Betsi Ela  
Selectmen of Eaton**

# BUDGET OF THE TOWN OF EATON

	Appropriations 1981 (1981-1982)	Actual Expenditures 1981 (1981-1982)	Appropriations Ensuing Fiscal Year 1982 (1982-1983)
<b>PURPOSES OF APPROPRIATION (RSA 31:4)</b>			
GENERAL GOVERNMENT			
Town Officers Salary	\$ 4,300.00	\$ 4,657.44	\$ 5,000.00
Town Officers Expenses	\$ 4,300.00	\$ 4,657.44	\$ 5,000.00
Election and Registration Expenses	3,500.00	3,403.62	3,500.00
Cemeteries	700.00	773.10	1,700.00
General Government Buildings	500.00	398.09	500.00
Planning and Zoning	7,000.00	8,978.16	9,000.00
Legal Expenses	1,000.00	94.05	1,000.00
PUBLIC SAFETY	750.00		500.00
Police Department	400.00		200.00
Fire Department	1,800.00	1,729.05	2,000.00
Civil Defense	50.00		50.00
HIGHWAYS, STREETS & BRIDGES			
Town Maintenance	30,000.00	37,578.44	42,000.00
General Highway Department Expenses	6,000.00	4,801.71	6,000.00
Town Road Aid	585.68	585.68	545.17
Highway Subsidy			3,802.34
Street Lighting	1,500.00	1,315.75	1,500.00
SANITATION			
Solid Waste Disposal	6,000.00	5,986.10	7,000.00
HEALTH			
Health Department	1,200.00	1,179.60	2,500.00
Vital Statistics	20.00	10.00	20.00

WELFARE			
General Assistance	3,000.00		2,000.00
Old Age Assistance	500.00		500.00
CULTURE AND RECREATION			
Parks and Recreation	2,500.00	2,537.19	3,000.00
DEBT SERVICE			
Interest Expense - Tax Anticipation Notes	2,500.00	1,366.44	2,500.00
OPERATING TRANSFERS OUT			
Payments to Capital Reserve Funds	3,000.00	3,000.00	3,000.00
MISCELLANEOUS			
FICA, Retirement & Pension Contributions	1,200.00	1,167.70	1,500.00
Insurance	3,000.00	3,764.00	3,500.00
Unemployment Compensation			500.00
TOTAL APPROPRIATIONS	\$ 81,005.68	\$ 83,326.02	\$ 103,317.51

Less: Amount of Estimated Revenues, Exclusive of Taxes  
 AMOUNT of Taxes to be Raised (Exclusive of School and County Taxes)

\$ 49,032.14  
 \$ 54,285.37

# SOURCES OF REVENUE

	Estimated Revenue 1981 (1981-1982)	Actual Revenue 1981 (1981-1982)	Estimated Revenue 1982 (1982-1983)
TAXES			
Resident Taxes	\$ 1,850.00	\$ 1,850.00	\$ 1,750.00
National Bank Stock Taxes	10.00	10.00	10.00
Yield Taxes	5,000.00	4,331.18	1,000.00
Interest and Penalties on Taxes	525.00	1,264.30	500.00
INTERGOVERNMENTAL REVENUES			
Meals and Rooms Tax	1,800.00	1,373.57	1,500.00
Interest and Dividends Tax	6,000.00	6,803.52	6,000.00
Savings Bank Tax	750.00	1,397.91	1,000.00
Highway Subsidy	10,824.16	8,945.24	8,063.69
Town Road Aid		1,338.00	

Class V Highway Maintenance (Duncan)			
Reim., a/c Bus Profits Tax	7,390.55	7,390.55	4,897.45
LICENSES AND PERMITS	4,641.00	2,388.10	2,400.00
Motor Vehicle Permit Fees			
Dog Licenses	7,000.00	7,729.13	7,000.00
Business Licenses, Permits and Filing Fees	250.00	269.50	250.00
CHARGES FOR SERVICES	25.00	94.00	50.00
Income from Departments			
Rent of Town Property	1,250.00	1,324.83	1,250.00
MISCELLANEOUS REVENUES	1,000.00	1,820.00	1,500.00
Interest on Deposits			
Sale of Town Property	200.00	229.71	200.00
OTHER FINANCING SOURCES		93.06	1,000.00
Revenue Sharing Fund	5,133.00	5,132.00	3,661.00
Fund Balance	7,000.00	4,500.00	7,000.00
TOTAL REVENUES AND CREDITS	\$ 60,648.71	\$ 58,284.60	\$ 49,032.14

# SUMMARY OF INVENTORY

Land		\$1,678,680.
Buildings		2,224,280.
Public Utilities		41,900.
House Trailers, Mobile Homes & Travel Trailers		
Assessed as Personal Property		5,850.
Total Valuation Before exemptions Allowed		3,950,710.
Blind Exemptions (1) \$4,650.		
Elderly Exemptions (2) \$10,000.		
Total Exemptions Allowed		14,650.
Net Valuation on which the Tax		
Rate is computed (line 10 minus 17)		\$3,936,060.
N.H. Electric Cooperative Inc.		3,700
Public Service of N.H.		38,200.
Total		41,900.
Number of Inventories Distributed in 1981		285
Number of Inventories Properly completed		
and Filed in 1981		279
Number of Individuals Applying for		
and Elderly Exemption 1981		2
Number of Individuals Granted an		
Elderly Exemption 1981		2
Number of Individual Property Owners who were		
granted Current Use Exemption in 1981		20
Total Number of Acres Exempted		
under Current Use in 1981		3119
	No. of Owners	No. of Acres
Farm Land	2	18
Forest Land		
A) White Pine Types	16	2027
B) Hardwood Types	5	646
C) Spruce-Fir	1	19
Wildland		
A) Unproductive	6	373
B) Productive		
Recreation Land		
Wetland	3	36
Flood Plain		
Discretionary Easement		
TOTAL Assessed Value of Land Under Current Use		46,240.

# STATEMENT OF APPROPRIATIONS AND TAXES ASSESSED FOR THE YEAR 1981

## PURPOSES OF APPROPRIATIONS

For Use By Town

### GENERAL GOVERNMENT:

Town officer's salaries	4300.00
Town officer's expenses	3500.00
Election and Registration expenses	700.00
Town Hall and Other Building Expenses	7000.00

### PROTECTION OF PERSONS AND PROPERTY:

Police department	400.00
Fire department, incl. forest fires	1800.00
Planning and Zoning	1000.00
Insurance	3000.00
Civil Defense	50.00

### HEALTH

Health 1011.00, Hospital 550.00, Ambulance 1167.00	2728.00
Vital Statistics	20.00
Town Dump and Garbage Removal	6375.00

### HIGHWAYS & BRIDGES

Town road aid	586.00
Town Maintenance	42056.00
Street Lighting	1500.00
General expenses of highway department	6000.00

### PUBLIC WELFARE:

Town poor	3000.00
Old age assistance	500.00

### RECREATION

Parks & Playgrounds, incl band concerts	3100.00
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### PUBLIC SERVICES ENTERPRISES:

Cemeteries	500.00
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### UNCLASSIFIED:

Damages and Legal expenses	750.00
Employees' retirement and Social Security	1200.00

### DEBT SERVICE:

Interest on temporary loans	2500.00
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### PAYMENTS TO CAPITAL RESERVE FUNDS:





County	.33	.43
Average Rate	4.32	4.24

# **WAR SERVICE TAX CREDITS**

Limits	Number	Estimated Tax Credits
--------	--------	--------------------------

1. Paraplegic, double amputees owning specially adapted homesteads with V.A. assistance.	Unlimited	Exempt
2. Totally and permanently disabled veterans, their spouses or widows, and the widows of veterans who died or were killed on active duty.		
3. All other qualified persons.	\$50.	27 1350.00
<b>Total Number and Amount</b>		

	Tax	Number Assessed	Total Amt. Assessed
Resident Taxes	\$10.	190	\$1900.00

# EATON TOWN MEETING

## 1981

The annual Town Meeting for Eaton, N.H. was held on March 10, 1981 at 10:00 a.m. with Ellsworth T. Russell as moderator.

Article 1 was on the ballot. Elected to office were -- Betsi Ela, Selectman, Charles Hurl, Tax Collector; Marcia Heath, Town Clerk; Douglas Blue, Auditor; Holly Gardner, Treasurer; Fred Goss received the most votes of Trustee of the Trust Funds but would not accept it and the Selectman appointed William Ela to fill the vacancy.

Article 2 - Alex McKenzie moved to raise \$81,005.68. Barbara McKenzie seconded. The motion carried 54-0.

Article 3 - This was on the ballot and it passed 37 yes, 35 no to have two sessions for Town Meeting.

Article 4 - Joan Simonds moved to authorize the Selectmen to borrow money in anticipation of taxes. David Works seconded. Carried 51 yes 0 no.

Article 5 - Alex McKenzie moved to authorize the Conservation Commission to retain the unexpended portion of its 1981 receipts; said funds to be placed in a special conservation fund. Law RSA 36, A:K5. David Works seconded. Carried 55-0.

Article 6 - David Works moved to appropriate and authorize the Selectmen to withdraw from the Revenue Sharing Fund an estimated amount of \$5,000. Victor Gabriel seconded. Carried 55-0.

Article 7 - David Works moved to raise \$4,664.74. This for an additional state highway subsidy allotment for construction of roads. Grace Fowler seconded. Carried 54-0.

Article 8 - Alex McKenzie moved to appropriate the sum of \$7,390.55 (Duncan Fund) for maintenance of Class V Highways. Barbara McKenzie seconded. Carried 55-0.

Article 9 - David Works moved to authorize the Selectmen to administer or dispose of any real estate acquired by the town through the Tax Collector's Deeds (RSA 80:42). Charles Hurl seconded. Carried 53-0.

Article 10 - Alex McKenzie moved to raise \$375.00 to continue the involvement in a regional solution to disposal of solid waste. David Works seconded. Carried 53-0.

Article 11 - David Works moved to adopt the by-laws of dumping, processing, removal and disposal of hazardous wastes. Alice Gabriel seconded. did not carry 2 yes, 39 against.

Article 12 - Paul Hennigan moved to petition Representative and Senators to limit the annual increase in spending by the state, city, town, or other governmental unit of the state to five percent. Alex McKenzie seconded. Did not carry. 7 yes, 37 no.

Article 13 - David Works moved to raise \$600.00 to assist Conway Recreation Center. Joan Simonds seconded. Carried 52-0.

Article 14 - Alice Gabriel moved to raise \$158.06 for support of the C&Y program. Suzanne Russell seconded. Carried 52-0.

Article 15 - David Works moved to raise \$250.00 for Senior Meals on Wheels. Alice Gabriel seconded. Carried 53-0.

Article 16 - David Works moved to raise \$161.98 to assist Carroll County Mental Health. Alex McKenzie seconded. Carried 41-1.

Article 17 - Paul Hennigan moved to raise \$408.00 for the Visiting Nurse Service. Alice Gabriel seconded. Carried 51-1.

Article 18 - David Works moved to raise \$550.00 for the Memorial Hospital. Alice Gabriel seconded. Carried 50-0.

Article 19 - Mary Gospadarek moved that a further study of the problems of Article 11 be made, that is go further than our ordinance. She also wants a study committee formed to be appointed by the Selectmen in order that a proper ordinance be brought before the proper meeting to take care of hazardous waste. Suzanne Russell seconded. Carried 49-1.

Shirley Blue read a resolution as follows: In recognition of their many years of skillful, dedicated, and loving labor uncovering and preserving the town records and for their gift of a written history of our community which enables us to know and appreciate our past and to pass on this heritage to our heirs, we, the residents of the Town of Eaton, with love and admiration thank Nella Brady Henney and J. Keith Henney. May our gratitude and respect for a task well done be duly recorded at this Town Meeting, March 10, 1981.

Paul Hennigan moved to close the meeting. So moved at 11:26 a.m.

Respectfully submitted,

Marcia S. Heath, Clerk

# Comparative Statement of Appropriations and Expenditures

## FISCAL YEAR ENDING DECEMBER 31, 1981

TITLE OF APPROPRIATION	APROP.	RECEIPTS	TOT. AMT. EXPENDITURES AVAILABLE	UNEXPENDED BALANCE	OVERDRAFT
Town Officer's Salaries	\$4,300.00		\$4,300.00	\$4,657.44	\$357.44
Town Officer's Expenses	3,500.00		3,500.00	3,403.62	
Election & Registration	700.00		700.00	773.10	73.10
Town Hall & Other Town Buildings	7,000.00	235.00	7,235.00	8,978.16	1,743.16
Retirement & Social Security	1,200.00	1,152.81	2,352.81	2,313.13	
Police Department	400.00		400.00		
Fire Dept. incl. Forest Fires	1,800.00		1,800.00	1,729.05	39.68
Planning & Zoning	1,000.00	99.83	1,099.83	94.05	70.95
Insurance	3,000.00		3,000.00	3,764.00	1,005.78
Health Department	2,728.00		2,728.00	2,707.64	20.36
Civil Defense	50.00		50.00		50.00
Vital Statistics	20.00		20.00	10.00	10.00
Town Dump & Garbage Removal	6375.00	400.52	6775.52	5986.10	789.42
Town Maintenance (S & W)	42056.00	2588.00	44644.00	37578.44	7065.56
Town Road Aid	585.68		585.68		
Street Lighting	1500.00		1500.00	1315.75	184.25
Gen. Expense of Highway Dept.	6000.00		6000.00	4801.71	1198.29
Old Age Assistance	500.00	1976.25	2476.25	2476.25	
Town Poor	3000.00		3000.00	3000.00	
Recreation	3100.00		3100.00	3,137.19	37.19
Cemeteries	500.00	152.00	652.00	398.09	253.91
Damages & Legal Expenses	750.00		750.00		750.00
Interest	2500.00		2500.00	1366.44	1133.56
Payment to Capital Reserve Fund	3000.00		3000.00	3000.00	
Totals	\$95564.68	\$6604.41	\$102169.09	\$86599.59	2974.89
Net Unexpended Balance				\$15,569.50	

# FINANCIAL REPORT

## Balance Sheet

### Cash:

In hands of officials	\$66317.84	
<b>TOTAL</b>		<b>66317.84</b>

### Capital Reserve Funds:(RSA Chap. 35)

Highway Truck	3926.52	
<b>TOTAL</b>		<b>3926.52</b>

### Unredeemed Taxes: (from tax sale on account of)

(a) Levy of 1980	2418.92	
(b) Levy of 1979	802.36	
<b>TOTAL</b>		<b>3221.28</b>

### Uncollected Taxes: (Including All Taxes)

(a) Levy 10 1981 including Resident Taxes	11812.69	
(b) Levy of 1980	10.00	
<b>TOTAL</b>		<b>11822.59</b>

### **GRAND TOTAL**

**85288.33**

Fund Balance - December 31, 1980	8270.02	
Fund Balance-December 31, 1981	12872.72	
Change in Financial Condition	4602.70	

## LIABILITIES

### Accounts Owed by the Town:

Unexpended Balances of Special Appropriations (Solid Waste Study)	118.90	
Unexpended Revenue Sharing Funds	1314.23	
Yield Tax Deposits (Escrow Acc't)	450.00	
School District(s) Tax(es) Payable	60297.00	

### **TOTAL ACCOUNTS OWED**

<b>BY THE TOWN</b>		<b>62180.13</b>
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### State & Town Joint Highway

#### Construction Accounts:

Unexpended balance in Town Treasury	6308.96	
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### **TOTAL OF STATE & TOWN**



**JOINT HIGHWAY  
CONSTRUCTION ACCOUNT**

**6308.96**

Capital Reserve Funds:	3926.52	
<b>TOTAL CAPITAL RESERVE</b>		<b>3926.52</b>
Total Liabilities		72415.61
Fund Balance - Current Surplus		12872.72
<b>GRAND TOTAL</b>		<b>85288.33</b>

**RECEIPTS**

**Current Revenue:**

**FROM LOCAL TAXES:**

Property Taxes - 1981	154036.62	
Resident Taxes - 1981	1640.00	
National Bank Stock Taxes - 1981	10.00	
Yield Taxes - 1981	4331.18	
Property Taxes & Yield Taxes		
Previous Years	18626.61	
Resident Taxes - Previous years	210.00	
Interest received on Delinquent Taxes	1240.30	
Penalties: Resident Taxes	24.00	
Tax sales redeemed	1266.01	
Overpayments	78.97	
<b>Total Taxes Collected &amp; Remitted</b>		<b>181463.69</b>

**FROM STATE**

Meals and Rooms Tax	1373.57
Interest and Dividends Tax	6803.52
Savings Bank Tax	1397.91
Highway Subsidy	8945.24
Town Road Aid	1338.00
Class V Highway Maintenance	7390.55
Reimb. a/c Old Age Assistance	1976.25
Reimb. a/c Business Profits Tax	4776.20

**Total Receipts From State** **34001.24**

**FROM LOCAL SOURCES,  
EXCEPT TAXES**

Motor Vehicle Permit Fees	7729.13
Dog Licenses	269.50
Business Licenses, Permits &	
Filing Fees	94.00
Rent of Town Property	1820.00
Income From Trust Funds	198.00



Income from Departments	1324.83	
<b>Total Income From Local Sources</b>		<b>11435.46</b>

## **RECEIPTS OTHER THAN**

### **CURRENT REVENUE**

Proceeds of tax Anticipation Notes	30000.00	
Refunds	400.52	
Sale of Town Property	93.06	
Yield Tax Security Deposits		
Yield Tax Security Deposits	450.00	
<b>Total Receipts Other</b>		
<b>Than Current Revenue</b>		<b>30943.58</b>

### **GRANTS FROM FEDERAL GOVT.**

Revenue Sharing	5132.00	
Interest on Investments of		
Revenue Sharing Funds	229.71	
<b>Total Grants From</b>		
<b>Federal Government</b>		<b>5361.71</b>
<b>Total Receipts Other</b>		
<b>Than Current Revenue</b>		<b>30943.58</b>
<b>Total receipts from ALL Sources</b>		<b>263205.68</b>
Cash on hand January 1, 1981 -		
(July 1, 1981)		49293.85
<b>GRAND TOTAL</b>		<b>312499.53</b>

## **PAYMENTS**

### **Current Maintenance Expenses:**

#### **GENERAL GOVERNMENT**

Town officer's salaries	4657.44	
Town officer's expenses	3403.62	
Election & Registration expenses	773.10	
Town Hall & Other Building Expenses	8978.16	
<b>Total General Government</b>		
<b>Expenses</b>		<b>17812.32</b>

#### **PROTECTION OF PERSONS AND PROPERTY**

Fire Department, inc. forest fires	1729.05	
Planning and Zoning	94.05	
Insurance	3764.00	
<b>Total Protection of Persons &amp; Property Expenses</b>		<b>5587.10</b>

#### **HEALTH**

Health Dept. \$990.64, Hospital \$550.00		
Ambulance \$1167.00	2707.64	
Vital Statistics	10.00	
Town Dump & Garbage Removal	5986.10	

<b>Total Health Expenses</b>		<b>8703.74</b>
<b>HIGHWAYS AND BRIDGES</b>		
Town road aid	585.68	
Town Maintenance	37578.44	
Street Lighting	1315.75	
General expenses of highway dept.	4801.71	
<b>Total Highways and Bridges Expenses</b>		<b>44281.58</b>
<b>Recreation</b>		
Parks & Playground, inc. band concerts	3137.19	
<b>Total Recreational Expenses</b>		<b>3137.19</b>
<b>PUBLIC SERVICES ENTERPRISES:</b>		
Cemeteries	398.09	
<b>Total Public Service Enterprise Expenses</b>		<b>398.09</b>
<b>UNCLASSIFIED:</b>		
Employees' retirement &		
Social Security	1167.70	
Taxes bought by town	2991.38	
Discounts, Abatements and Refunds	1351.94	
<b>Total Unclassified Expenses</b>		<b>5511.02</b>
<b>DEBT SERVICE:</b>		
Payments on Tax Anticipation Notes	30000.00	
Interest on temporary loans	1366.44	
<b>Total Debt Service Payments</b>		<b>31366.44</b>
<b>CAPITAL OUTLAY</b>		
Payments to capital reserve funds	3000.00	
<b>Total Capital Outlay Payments</b>		<b>3000.00</b>
<b>PAYMENTS TO OTHER GOVERNMENTAL DIVISIONS:</b>		
Payment to State a/c 2% bond &		
Debt Retirement Taxes	34.21	
Taxes paid to County	17343.00	
Payments to School Districts		
(1981 tax \$59007.00)		
(1982 Tax \$50000.00)	109007.00	
<b>Total Payments to Other Governmental Divisions</b>		<b>126384.21</b>
<b>Total Payments for all Purposes</b>		<b>246181.69</b>
Cash on hand December 31, 1981 - (June 30, 1982)		66317.84
<b>GRAND TOTAL</b>		<b>312499.53</b>

## **SCHEDULE OF TOWN PROPERTY**

**As of December 31, 1980; June 30, 1981**

(Give value on basis of cost. If no records have been kept, make careful inventory and appraisal of all property belonging to the Town.)

Description	Value
1. Town Hall, Lands and Buildings	100,000
Furniture and Equipment	1,000
2. Libraries, Lands and Buildings	
Furniture and Equipment	
3. Police Department, Lands and Buildings	
Equipment	1,200
Parking Meters	
4. Fire Department, Lands and Buildings	
Equipment	1,500
5. Highway Department, Lands and Buildings	22,000
Equipment	25,000
Materials and Supplies	
6. Parks, Commons and Playgrounds	25,000
7. Water Supply Facilities, if owned by Town	
8. Electric Light Plant, if owned by Town	
9. Sewer Plant & Facilities, if owned by Town	
10. Schools, Lands and Buildings, Equipment	
11. Airports, if owned by Town	
12. All Lands and Buildings acquired through Tax Collector's deeds (Give assessed valuation of property so taken listing each piece separately)	100,000
13. All Other Property and Equipment: (Give Description)	
TOTAL	275,000

## **AUDITOR'S CERTIFICATE**

This is to certify that I have examined the books, vouchers, bank statements and other financial records of the Treasurer, Town Clerk, Tax Collector, and Selectmen for the Town of Eaton for the fiscal year ending December 31, 1981, and find them correct.

February 2, 1981

Douglas K. Blue  
Auditor

# TOWN CLERK REPORT

January 1, 1981 - December 31, 1981

## Debit

Car Registrations Issued	\$7729.13	
		\$7729.13
Filing Fees	5.00	
		5.00
Marriage Liceses	80.00	
less fees	28.00	
		52.00
Dog Licenses	299.50	
less fees	30.00	
		269.50
		\$8055.63

## CREDITS

Paid to Town Treasurer	\$8055.63
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**Marcia S. Heath**  
Town Clerk

# TAX COLLECTOR'S REPORT

Fiscal Year Ended December 31, 1981 (June 30) 1982)

DR.

Uncollected Taxes		Levies Of:	
Beginning of Fiscal Year	1981	1980	Prior
Property Taxes		\$18,421.35	\$18.00
Resident Taxes		320.00	20.00
Yield Taxes			205.26
Taxes Committed to Collector			
Property Taxes	165,539.31		
Resident Taxes	1,940.00		
Yield Taxes	4,413.08		
Added Taxes:			
Resident Taxes	60.00		
Special Payments & Penalties	55.00	4.00	
Costs	51.28	106.05	38.06
Overpayments:			
a/c Property Taxes	66.21	7.76	
a/c Resident Taxes		1.00	
Interest Collected on Delinquent			
Yield Taxes	86.34		28.06
Property Taxes:	114.51	676.28	
Penalties Collected on			
Resident Taxes.	6.00	18.00	
Total Debits	\$172,331.73	\$19,554.44	\$309.38
Remittances to Treasurer		CR.	
During Fiscal Year			
Property Taxes	\$154,036.62	\$18,421.35	
Resident Taxes	1,640.00	210.00	
Yield Taxes	4,331.18		205.26
Interest Collected During Year	200.85	676.28	28.06
Penalties on Resident Taxes	6.00	18.00	
Costs	51.28	106.05	38.06
Special Payments & Penalties	55.00	4.00	
Abatements Made During Year:			
Property taxes			18.00
Resident Taxes	50.00	100.00	20.00
Yield Taxes	81.90		
Uncollected Taxes -			
End of Fiscal Year:			
Property Taxes	11,502.69		
Resident Taxes	310.00	10.00	
Overpayments	66.21	8.76	
TOTAL CREDITS	\$172,331.73	\$19,554.44	\$309.38

# Levy of 1981

## UNCOLLECTED PROPERTY TAXES AS PER COLLECTOR'S LIST

*Allin, Ernest R.	1.70	Balance
Bean, Larry	546.96	
Beno, Ronald	1,068.94	
Bernhard, Leslie	188.46	Balance
*Bloise, Anthony	293.41	
*Bufalino, William	540.60	Balance
Bufalino, Wm./Doffing	22.90	
*Ciraco, Ronald/Charlene	1.06	Balance
Day, Perley C., Jr./Ronnie	226.84	
Doffing, Kenneth M./Benoit, Virginia	530.85	
Drummond, James	598.69	
Drummond, Jean S.	241.25	
*Dudrick, Stanley/Theresa	1.63	Balance
*Gibb, John	2.39	Balance
Goslee, Lucinda/Terrance	680.53	Balance
*Gould, Kingdon, Jr.	1.20	Balance
*Hampton, Levis	28.41	
Herrera, M.G./Elizabeth G.	.02	Balance
*Hoyt, Edward H./Mary G.	908.24	
*Kendrick, William/Marjorie	2.12	Balance
*Kennett, A. Crosby/Frank	68.69	
Murphy, George	1,293.62	
*O'Leary, Jeremiah/Joyce A.	127.62	
*Parker, J. Henry/Elizabeth P.	7.85	Balance
Patterson, Robert (heirs)	50.45	
Ross, Doreen P.	2.77	Balance
*Lowd, Maurice	33.92	
*McGlashing, Richard/Norma	3.31	Balance
Russell, Chester/Suzanne J.	400.00	Balance
Shackford, Edwin P.	290.02	
Thompson, Andrew, Jr./Ethel	296.80	
*Purity Springs Resort, Inc.	14.09	Balance
Thurston, Elwyn/Charlene	641.94	
Thurston, Robert	92.00	
*Toumarkine, David	2,197.59	
Waterman, Phyllis	95.82	

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\$11,502.69

**Levy of 1981**  
**UNCOLLECTED RESIDENT TAXES AS PER**  
**COLLECTOR'S LIST**

Casey, Edward	10.00	1.00	11.00
Casey, Lynette	10.00	1.00	11.00
Dashnau, Donna	10.00	1.00	11.00
Darval, Virginia	10.00	1.00	11.00
*DeWitt, Albert	10.00	1.00	11.00
*DeWitt, Rebekah	10.00	1.00	11.00
Driscoll, Gregory	10.00	1.00	11.00
Elliott, Gary	10.00	1.00	11.00
Elliott, Marcia	10.00	1.00	11.00
*Gray, Sherwood	10.00	1.00	11.00
Jones, Dana	10.00	1.00	11.00
Jones, Pamela	10.00	1.00	11.00
*Kendrick, Marjorie	10.00	1.00	11.00
*Kendrick, William	10.00	1.00	11.00
*Lawson, Craig	10.00	1.00	11.00
Leach, Randall	10.00	1.00	11.00
*MacDonald, Alana	10.00	1.00	11.00
Mahoney, David	10.00	1.00	11.00
Mecking, Jose	10.00	1.00	11.00
Murphy, George	10.00	1.00	11.00
Nasta, Gail	10.00	1.00	11.00
Nasta, Michael	10.00	1.00	11.00
Paquette, Katherine	10.00	1.00	11.00
Pigeon, Kent	10.00	1.00	11.00
Redding, Judith	10.00	1.00	11.00
Roode, David W.	10.00	1.00	11.00
Roode, Karin A.	10.00	1.00	11.00
Stuart, Carl	10.00	1.00	11.00
Stuart, Alberta	10.00	1.00	11.00
*Toumarkine, David	10.00	1.00	11.00
White, Bradley Robert	10.00	1.00	11.00
<hr/>			
	\$310.00	\$31.00	\$341.00

Note: Asterisk denotes paid in January 1982



I hereby certify that the above lists showing the name and amount due from each delinquent taxpayer, as of Dec. 31, 1981, on account of the tax levy of 1981, is correct to the best of my knowledge and belief.

Signed:

Charles W. Hurl, Jr.  
Tax Collector

#### Levy of 1980

#### UNCOLLECTED RESIDENT TAXES AS PER COLLECTOR'S LIST

Rogers, Jennie	10.00	1.00	11.00
*Winkler, Kurt			Bal. 8.00
			<hr/> \$19.00

Note: Asterisk denotes paid in January 1982.

I hereby certify that the above list showing the name and amount due from each delinquent taxpayer, as of Dec. 31, 1981, on account of the tax levy of 1980, is correct to the best of my knowledge and belief.

Signed:

Charles W. Hurl, Jr.  
Tax Collector

#### UNREDEEMED TAXES FROM TAX SALES DEC. 31, 1981

##### Levy of 1979

Baybutt, Richard & Eleanor	20.50
Beno, Ronald	781.86
	<hr/> 802.36

##### Levy of 1980

Beno, Ronald	1,160.17
Bernhard, Leslie	538.42
Thurston, Elwyn R. & Charlene	720.33
	<hr/> 2,418.92

**SUMMARY OF TAX SALES ACCOUNTS**  
**Fiscal Year Ended December 31, 1981 (June 30, 1982)**

**DR.**

.....Tax Sales on Account of Levies of----

	1980	1979	1978	Previous years
Balance of Unredeemed				
Taxes				
Beginning Fiscal Year*		\$1,485.41	\$10.50	
Taxes Sold to Town				
During Current Fiscal				
Year**	\$2,991.38			
Interest Collected After				
Sale	8.37	69.01	3.55	
Redemption Costs	10.50	24.54	8.75	
<b>TOTAL DEBITS</b>	<b>\$3,010.25</b>	<b>\$1,578.96</b>	<b>\$22.80</b>	

**CR.**

<b>Remittances to Treasurer During Year</b>				
Redemptions	\$572.46	\$683.05	\$10.50	
Interest & Costs After				
Sale	18.87	93.55	12.30	
Unredeemed Taxes -				
End of Fiscal Year	2,418.92	802.36		
<b>TOTAL CREDITS</b>	<b>\$3,010.25</b>	<b>\$1,578.96</b>	<b>\$22.80</b>	

\* These sums represent the total of Unredeemed Taxes, as of January 1, 1981 from Tax Sales held in Previous Fiscal Years.

\*\*Amount of Tax Sale(s) held during current fiscal year, including total amount of taxes, interest and costs to date of sale(s).

# TREASURER'S REPORT

Holly B. Gardner, Treasurer

## RECEIPTS

Charles W. Hurl, Tax Collector

1978	Tax Sales Redeemed	10.50
	Interest & Costs	12.30
		<hr/>
		22.80
1979	Tax Sales Redeemed	683.05
	Interest & Costs	93.55
	Yield Tax	205.26
	Costs	38.06
	Interest	28.06
		<hr/>
		1,047.98
1980	Tax Sales Redeemed	572.46
	Interest & Cost	18.87
	Property Tax	18,421.35
	Overpayment	8.76
	Interest	676.28
	Costs	80.05
	Resident Tax	210.00
	Resident tax Penalty	18.00
	Costs	16.00
	Reg. Poll Spec.	4.00
		<hr/>
		20,025.77
1981	Property Tax	154,036.62
	Overpayment	66.21
	Interest	114.51
	Costs	45.53
	Resident Tax	1,640.00
	Resident Tax Penalty	6.00
	Penalty for Bad Checks	15.00
	Yield Tax	4,331.18
	Costs	15.75
	Interest	86.34
		<hr/>
		160,357.14

181,453.69

**Marcia S. Heath, Town Clerk**

1981	Car Registrations	7,729.13
	Dog Licenses (less fees)	269.50
	Marriage Licenses	52.00
	Filing Fees	5.00

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8,055.63

**Other Income**

State of New Hampshire	1,542.78
State of New Hampshire	1,263.25
State of New Hampshire	1,976.25
State of New Hampshire	1,338.00
State of New Hampshire	1,163.96
State of New Hampshire	1,542.78
State of New Hampshire	7,390.55
State of New Hampshire	1,030.94
State of New Hampshire	623.34
State of New Hampshire	2,388.10
State of New Hampshire	6,803.52
State of New Hampshire	1,397.91
State of New Hampshire	1,194.05
State of New Hampshire	1,154.85
State of New Hampshire	623.34
State of New Hampshire	1,194.05
State of New Hampshire	1,373.57

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34,001.24

Carroll County Trust Co.	96.00
Rochester Savings Bank & Trust Co.	5.00
Seventh Day Adventists	235.00
CCTC TAX Anticipation Loan	30,000.00
Town of Conway	1,650.52
Eugene O'Brien	25.00
White Mountain National Bank	10.00
Richard Heath	1,563.00
C.B. Cummings & Sons	25.00
Robert Jorden	3.00
Jonathan Simonds	6.00
William Johnson	50.00

Blue-Jay Lumber	450.00	
Thaddeus Thorne Surveys	32.18	
Lloyd A. Merrifield	30.80	
Philip S. Trapasso	21.65	
Snow Properties	21.00	
Alton E. Sargent	12.26	
Indian Head Bank	97.00	
Revenue Sharing Transfer	5,000.00	
		<hr/>
		39,333.41
		<hr/>
		73,334.65
Total Receipts		262,843.97
Balance on Hand, Jan. 1, 1981	48,518.23	
Double Deposit Made 2/7/79	- 186.90	
	<hr/>	
	48,331.33	
Receipts	262,843.97	
	<hr/>	
		311,175.30
Outdated Check		6.03
		<hr/>
		311,181.33
Less Orders Drawn	-	246,177.72
		<hr/>
Balance on Hand, Jan. 1, 1982		65,003.61

#### SPECIAL ACCOUNTS

Balance on Hand, Jan. 1, 1981	962.52	
Bank Error Corrected after Jan. 1, 1981	-10.00	
	<hr/>	
	952.52	
U.S. Revenue	5,132.00	
Interest	229.71	
	<hr/>	
		6,314.23
Transfer to General Fund		5,000.00
		<hr/>
Balance on Hand, Jan. 1, 1982		1,314.23

## **DETAILED STATEMENT OF PAYMENTS**

### **TOWN OFFICER'S SALARIES**

Jane Hartnett	50.00
Eugene Kleinmeier	500.00
Betsi Ela	500.00
Samuel B. Head	500.00
Holly Gardner	400.00
William Ela	25.00
Charles Hurl	1945.44
Marcia Heath	737.00
	<hr/>
	4657.44

### **TOWN OFFICER'S EXPENSE**

Treasurer - State of New Hampshire	66.59
Eugene Kleinmeier	47.59
Samuel B. Head	91.00
Homestead Press	80.00
Reporter Press	1410.75
Register of Deeds	28.50
U.S. Postal Service	108.35
Betty Boucher	32.86
N.H. Tax Collector's Assoc.	15.00
Conway Insurance Agency	175.00
Brown & Saltmarsh	86.66
Porter Office Machine	56.66
Gordon Answorth	200.00
N.H. Municipal Assoc.	300
Marnie Cobb	45.00
New England Telephone	47.26
Branham Publishing Co.	21.00
N.H. Town Clerk's Assoc.	12.00
Charles Hurl	513.30
U.S. Parcel Service	7.95
N.H. Assessing Official Assoc.	20.00
Marcia Heath	38.00
	<hr/>
	3403.62

### **ELECTION AND REGISTRATION EXPENSES**

Reporter Press	160.60
Ellsworth Russell	65.00
Marcia Heath	56.00
Betsi Ela	56.00
Eugene Kleinmeier	35.00

Samuel Head	56.00
Alice Linscott	56.00
Ann Donohue	56.00
Grace Fowler	77.50
Nancy Bean	77.50
Doris Underwood	77.50
	<hr/>
	773.10

#### **TOWN HALL AND OTHER TOWN BUILDINGS**

Little Pond Disposal	260.00
Kennett Oil Co.	2778.75
L & H Construction Co.	1174.82
New England Telephone	610.37
Conway Supply Co.	32.37
Public Service Co.	1337.97
White Mountain Oil Co.	1780.68
Eastman Oil Co.	739.20
Sun TV & Appliance Co.	264.00
	<hr/>
	8978.16

#### **FIRE/FOREST FIRE**

Town of Freedom	13.13
Charles W. Hurl	31.50
Conway Fire Department	1684.42
	<hr/>
	1729.05

#### **PLANNING AND ZONING**

MRD Copy Center	18.75
Reporter Press	54.00
Betsi Ela	15.30
Register of Deeds	6.00
	<hr/>
	94.05

#### **INSURANCE**

Conway-Dahl Insurance Agency	3728.00
State of New Hampshire	36.00
	<hr/>
	3764.00



**HEALTH Department  
HEALTH DEPARTMENT**

North Conway C&Y Project	158.06
Visiting Nurses	408.00
Dr. John Cass	12.60
Carroll County Mental Health	161.98
Town of Conway	1167.00
Senior Meals & Wheels	250.00
North Conway Memorial Hospital	550.00
	<hr/>
	2707.64

**VITAL STATISTICS**

Marcia Heath	10.00
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**TOWN DUMP AND GARBAGE REMOVAL**

Town of Conway	5730.00
Kimball Chase	256.10
	<hr/>
	5986.10

**SUMMER MAINTENANCE**

Richard Heath	9839.00
Alvin J. Coleman & Son	2139.07
Elwyn Thurston	211.50
Carroll Shackford	320.50
Edwin Shackford	1235.50
Gary Heath	3021.00
Dwight Johnson	670.50
Stewart Heath	74.00
Sherwood Gray	1122.00
Smith's Garage	80.00
Danny Quint	392.00
Brent Drouin	140.00
Penn Culvert Co.	1081.59
Tilton Sand & Gravel	949.03
Fred Goss	675.00
Maurice Frechette	750.00
	<hr/>
	22700.69

**WINTER MAINTENANCE**

Richard Heath	8240.00
Gary Heath	1306.25
Edwin Shackford	1114.00

Carroll Shackford	1129.50
Dwight Johnson	742.50
Elwyn Thurston	1132.00
Sherwood Gray	335.50
Robert N. Craft	315.00
Stewart Heath	306.50
Alvin Coleman & Son	220.50
Perley Day Jr.	36.00
	<hr/>
	14877.75

### **TOWN ROAD AID**

State of New Hampshire	585.68
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### **STREET LIGHTING**

Public Service of New Hampshire	1315.75
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### **GENERAL EXPENSES OF HIGHWAY DEPARTMENT**

Bailey's Auto Supply	739.87
Conway Supply Co.	71.95
Young's Metal	100.50
Conway Service Center	51.00
Shop & Hardware	32.69
Richard Heath	2677.01
Frechette Tire Co.	372.38
Smith's Garage	190.00
Matto Tool Co.	30.00
Chadwich Ba Ross	180.12
Perley Day Jr.	120.00
Del R. Gilbert & Son	213.75
Crest Chevrolet	22.44
	<hr/>
	4801.71

### **RECREATION**

Victoria Case	1386.00
Conway Supply Co.	33.19
D & J Excavation Co	840.00
White Mountain Incinerator	278.00
Conway Recreation Center	600.00
	<hr/>
	3137.19

## **CEMETERIES**

Ralph W. Shirley Post #46	42.84
Scott Day	143.50
Jeff Day	183.75
Fred Goss	28.00
	<hr/>
	398.09

## **TAXES BOUGHT BY TOWN**

Charles W. Hurl - Collector	2991.38
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## **Discounts, abatements, refunds**

Burce S. Thomas	62.59
Charles W. Hurl	672.41
Thomas Mellen	1.64
George Murphy	6.03
William Bufalino	551.61
Jutus Bailey	15.60
William Parker	20.00
Max Pluss	19.34
Alberta & Carl Stuart	1.07
Walkeela Assoc.	1.65
	<hr/>
	1351.94

## **RETIREMENT AND SOCIAL SECURITY**

Treasurer State of New Hampshire	1160.27
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## **INTEREST**

Indian Head Bank North	1366.44
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## **CAPITAL RESERVE FUND**

William Ela, Trustee of the Trust Fund	3000.00
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## **TEMPORARY LOANS**

Indian Head Bank North	30000.00
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## **COUNTY TAX**

Treasurer Carroll County	17343.00
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## **BOND AND DEBT TAX**

Treasurer State of New Hampshire	34.21
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## **SCHOOL DISTRICT TAX**

Treasurer Eaton School District	109007.00
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## REPORT OF THE EATON PLANNING BOARD

This year The Board has been struggling to ammend our Subdivision Regulations to comply with mandates dictated to the towns by state law. The number of required changes necessitates a complete reprint of our regulations. A copy of them are found elsewhere in this Town Report.

The Board wishes to express thanks to Mr. Allan Robotham and Bob Lewis for their long and sincere efforts as members of the Planning Board.

We also wish to recognize our new members, joining us this year, Claudia Sundman and Robert French.

Our 1982 regular meeting schedule is:

Mar. 17	April 21	May 19	June 16	July 21
Aug. 18	Sept. 15	Oct. 20	Nov. 17	Dec. 15

WEDNESDAY EVENINGS 7:30 p.m.

Evans Memorial Building (Town Hall)

We Thank You for your continued support.

Bob Donahue

Betsi Ela

Robert French

Fred Goss

Paul Hennigan

Claudia Sundman

Jerry Underwood

# AGREEMENT FOR FORMATION OF MT. WASHINGTON VALLEY

## REGIONAL SOLID WASTE DISPOSAL COOPERATIVE

WHEREAS, the municipalities to this Agreement have the duty to provide for the disposal of solid waste generated within their respective territories; and

WHEREAS, the municipalities to this Agreement have determined that it will be a more efficient use of their powers and to their mutual advantage to enter into this Agreement; and

WHEREAS, the municipalities to this Agreement are authorized to enter into said Agreement pursuant to the New Hampshire Intergovernmental Agreement Act, RSA 53-A;

NOW, THEREFORE, the municipalities of Eaton, Albany, Conway, Ossipee and Jackson for and in consideration of the mutual promises and agreements hereinafter stated and the performance, therefor, do hereby promise and agree as follows:

### ARTICLE I

#### PURPOSES

The purposes of this Agreement are to provide for the efficient and economic disposal of solid waste generated within the territories of the municipalities joining in this Agreement, to provide for the recovery and sale of by-products from the disposal of solid waste, and make provision by careful planning and design for the recovery and sale of energy now or in the future as may be deemed practical.

### ARTICLE II

#### ORGANIZATION

The municipalities joining in this Agreement do hereby associate together for the purpose of forming the Mt. Washington Valley Regional Solid Waste Disposal Cooperative to administer and operate a solid waste disposal facility and make provisions for an energy recovery facility as provided herein.

### ARTICLE III

#### ADOPTION OF AGREEMENT

This agreement shall not take effect with respect to the municipalities signing this Agreement unless all of the following occur:

A. The terms of this Agreement conform to the specific requests of the Attorney General, provided that the failure of the Attorney General to approve of this Agreement within thirty days of its submission for review shall constitute approval thereof as provided in RSA 53-A:3, and other agencies of the state government having constitutional or statutory powers of control for their approval or disapproval as may be required pursuant to RSA 53-A:5.

B. This Agreement has been filed with the Clerk of each municipality voting to approve it and with the Office of the Secretary of State.

C. The combined capital authorization of the municipalities voting to adopt this Agreement at the 1982 annual meeting amounts to \$2,193,270.00 provided that the vote of each municipality to adopt this Agreement and appropriate a pro-rata share of the initial capital investment shall be deemed to continue until July 1, 1982.

D. In the event the combined capital authorization of the municipalities voting to approve of this Agreement at the 1982 annual meeting does not amount to \$2,193,270.00, this Agreement shall be adopted as follows:

1. The Boards of Selectmen of the municipalities voting to adopt this Agreement and voting to appropriate a pro-rata share of the capital cost of the facility, shall appoint a director to serve on a provisional board which shall exist until no later than July 1, 1982.

The provisional board shall have the limited authority to:

(a) solicit the membership of additional municipalities to the Cooperative;

(b) determine the pro-rata capital contribution and net operating contribution of new members; and

(c) assess municipalities a pro-rata share of the legal, administrative, and consulting costs associated with the formation of the Cooperative even though the solid waste disposal and energy recovery facility is not constructed.

2. Each director serving on the provisional board shall have one vote and all actions by the provisional board under this article shall be by unanimous vote.

3. A municipality or municipalities shall be invited to join the Cooperative subject to such terms and conditions as decided unanimously by the provisional board.

4. If this Agreement is approved by a majority vote of the legislative body of the municipality seeking admission to the Cooperative, said municipality shall become a member of the Cooperative subject to all provisions of this Agreement, any amendments thereto and such further conditions as imposed by the provisional board.

5. As soon as the combined capital authorization of the municipalities approving this Agreement no later than July 1, 1982 amounts to \$2,193,270.00, an organizational meeting of the directors of the respective municipalities shall be convened and the process of financing the cost of construction and the cost of operation of the solid waste disposal and energy recovery facility shall be implemented as provided in Articles VI and VII hereof.

6. Notwithstanding any of the foregoing sub-paragraphs, and in the event new members cannot be solicited, the provisional board of the municipalities voting to adopt this Agreement shall have the authority to proceed with the project on a reduced scale which fits the needs of the communities represented by the provisional board and within the funds appropriated by the municipalities adopting this Agreement.



## ARTICLE IV

### ADMINISTRATION

The powers, duties and responsibilities of the Cooperative shall be vested in and exercised by a joint board. Each municipality joining in this Agreement shall be represented by one director who, in the first instance, shall be appointed by the Board of Selectmen of the respective municipality. Each director shall have one vote.

The terms of office of the directors representing the respective municipalities approving this Agreement shall be fixed as follows:

Phase I. The directors for the Towns of Eaton and Albany shall have an initial term of one year. Subsequent directors representing said municipalities shall be appointed by the Boards of Selectmen and shall serve for terms of three years.

Phase II. The directors for the Towns of Conway and Ossipee shall serve an initial term of two years. Subsequent directors representing said municipalities shall be appointed by the Boards of Selectmen and shall serve for terms of three years.

Phase III. The directors for the Town of Jackson, and other communities joining the Cooperative, shall serve an initial term of three years. Subsequent directors representing said municipalities shall be appointed by the Boards of Selectmen and shall serve for terms of three years.

In the event of resignation, incapacity or death of a director, the Board of Selectmen of the municipality so affected shall appoint an interim director to fill the unexpired portion of the vacant office.

Any director may be removed from office by the municipality which he represents for any reason which would justify the removal of a public official under the laws of New Hampshire.

Upon the effective date of this Agreement, or as soon thereafter as possible, the directors shall hold an organizational meeting to elect officers, to appoint an operational committee and to appoint such other committees as the joint board shall deem necessary. The joint board shall, at its annual meeting, elect officers to serve for a term of one year. The terms of committee members shall be for such periods as fixed by the joint board.

The joint board shall choose a chairman by ballot from its membership. It shall appoint a secretary and treasurer who may be the same person, but who need not be members of the joint board. The treasurer shall receive and take charge of all money belonging to the Cooperative and shall pay any bill of the Cooperative which has been approved by the joint board. In the event the treasurer is not a member of the joint board, he shall serve at the pleasure of the board; otherwise he shall serve for a term of one year. The treasurer may by vote of the joint board be compensated for his services.

The directors shall appoint from their membership an operational committee consisting of three members. This committee shall have the responsibility of making recommendations to the joint board with regard to the ordinary operation and maintenance of the solid waste disposal and energy recovery facility.



The joint board shall meet at least bi-monthly. A special meeting of the joint board may be called by the chairman or by any three directors. Unless otherwise provided by this Agreement, all questions decided by the joint board shall be approved by a majority vote of the directors representing all of the municipalities belonging to the Cooperative. Provided that all new capital expenditures shall be by unanimous vote of the directors representing all municipalities belonging to the Cooperative. A quorum for any meeting of the joint board shall consist of one more than one-half of the directors representing all of the municipalities belonging to the Cooperative.

The joint board may adopt by-laws for the conduct of business as long as said by-laws do not conflict with the terms of this Agreement or the provisions of RSA 53-A.

#### ARTICLE V

##### POWERS

The Cooperative shall have the following powers and duties:

I. To sue and be sued, but only to the extent and upon the same conditions that a city or town may be sued.

II. To hold, purchase, convey or lease real or personal property for the lawful purposes of the Cooperative and to plan, construct, equip and operate a solid waste disposal and energy recovery facility for the benefit of the member municipalities and to make any necessary contracts in relation thereto.

III. To receive and disburse funds for any lawful purpose for which the Cooperative was formed.

IV. To assess member municipalities for any expenses incurred for the purposes for which the Cooperative was formed.

V. The Cooperative may establish a capital reserve fund for the orderly replacement of existing buildings and equipment which has been approved by the joint board and the Cooperative may establish an operating reserve fund. The joint board shall invest all monies in said funds in the same manner as capital reserve funds of towns are invested pursuant to the requirements of RSA 35:9. The joint board shall serve as the trustees of the capital reserve and operation funds. The trustees of the funds shall post bond in such amount and in such form as the New Hampshire Commissioner of Revenue Administration shall prescribe.

The proposed annual contributions to the capital reserve fund shall be set forth in the budget of the Cooperative and the trustees shall annually within 3 months of the close of the fiscal year of the Cooperative file an account with the selectmen of the towns comprising the Cooperative setting forth the amounts held by the trustees, the manner in which they are invested, and the purposes for which they are held. The trustees may, from time to time, vote to expend any funds held by them for the replacement of existing buildings and equipment required by the Cooperative without further vote of the towns comprising the Cooperative.

VI. From any surplus remaining at the end of any fiscal year, an amount may be transferred to the capital reserve fund provided that the amount transferred shall not exceed one percent (1%) of the last year's

total equalized valuation of the municipalities belonging to the Cooperative.

VII. From any surplus at the end of any fiscal year, an amount may be transferred to the operating reserve fund provided that the amount transferred to said fund shall not in any year exceed five per cent (5%) of the operating budget of the Cooperative for the prior year.

VIII. To engage legal counsel.

IX. To submit an annual report to each of the member municipalities containing a detailed financial statement and a statement showing the method by which the annual charges assessed against each municipality were computed.

X. To engage employees and consultants to operate the Cooperative.

XI. To enter into contracts for solid waste disposal with persons, corporations, non-member municipalities and any other lawful political entities.

XII. To incur temporary debt in anticipation of revenue to be received from member municipalities.

XIII. To receive any grants or gifts for the purposes of the Cooperative.

XIV. To engage in any lawful act or activity and exercise any power or powers, privileges or authority exercised or capable of exercise by any individual municipality hereunder and to do any and all of the acts herein set forth or implied and such other acts as are incidental or conducive to attainment of the objects and purposes of the Cooperative.

#### ARTICLE VI

##### CAPITAL COST

A. The capital cost for the solid waste disposal and energy recovery facility, including equipment, construction, engineering and startup expenses, has been estimated at \$2,193,270.00 which includes a ten percent (10%) overrun allowance.

B. To establish the apportionment of the estimated capital cost of the solid waste disposal facility, including a ten percent (10%) overrun allowance, the total equalized assessed valuation for each municipality for the year 1980, based on figures supplied by the New Hampshire Department of Revenue Administration, has been determined. The resulting total equalized assessed valuation for each municipality has been divided by the sum total of the total equalized assessed valuation for all municipalities. These percentages of total equalized assessed valuations have been multiplied by the above estimate of capital costs to determine the pro-rata share of the capital costs apportioned to each municipality.

Municipality	Total Equalized Assessed Valuation	Pro-rata Share	Capital Cost Including 10% Allowance for Overrun
Eaton	13,527,884	3.5%	76,764
Albany	17,837,609	4.5%	98,697
Conway	243,772,499	61.2%	1,342,282
Ossipee	74,214,243	18.6%	407,948
Jackson	48,409,171	12.2%	267,579

C. In the event the Cooperative is established by the process contained in Article III, Paragraph D, the capital cost for the solid waste disposal and energy recovery facility, including equipment, construction, engineering and startup expense, plus ten percent (10%) allowance for an overrun, shall be determined and apportioned by the joint board in the same manner as described in Paragraph B above.

For those municipalities adopting this Agreement between the 1982 annual meeting and July 1, 1982, the joint board shall determine and apportion the share of said communities by employing the same method of apportionment as provided in Paragraph B. above.

#### ARTICLE VII

##### COST OF OPERATION

A. The term "net cost of operation" or "net operating cost" shall mean all costs and expenses of the Cooperative relating to the operation and maintenance of the solid waste disposal and energy recovery facility, including without limitation, all costs of accepting, processing, storing and disposing of waste, labor, utilities and all costs associated with spare parts, equipment, insurance, maintenance of equipment and facilities, cleaning services, general outside accounting service, consulting services and legal services, and all costs and expenses relating to the payment of any bond or indebtedness, including principal, interest and bonding charges, whether incurred by one municipality or two or more municipalities for the benefit of the Cooperative, minus revenues received by the Cooperative in exchange for the sale of energy or from the sale of by-products recovered from the processing of said waste.

Provided, further, that the costs incurred by the individual municipalities for transporting solid waste to the solid waste disposal and energy recovery facility shall not be considered in determining the net operating cost.

B. The net operating cost of said facility for the first year and the apportionment to each community shall be determined by the joint board by first determining the total equalized assessed valuation for each municipality in the preceding year, based on figures supplied by the New Hampshire Department of Revenue Administration. The resulting figures shall be divided by the whole figure of total equalized assessed valuation of all the municipalities. The percent of total equalized assessed valuation by each municipality shall be multiplied by an estimate of the net cost of operation as determined by the joint board for the first year. The resulting figure shall be the mandatory operational fee for each member municipality for the first year. The apportionment of net operating cost for each community will be determined in the same manner for each succeeding year.

C. The success of the Cooperative is premised upon the Agreement by each municipality to guarantee its share of the operating costs during the term of this contract. Accordingly, after the second full year of membership in the Cooperative each municipality approving this Agreement guarantees to share annually its percentage of the total

operating costs as determined above.

D. Each member of the Cooperative shall to the best ability of the Cooperative, be guaranteed that during the term of this Agreement it shall be permitted to process a certain percentage of the total solid waste processed at the facility in any one year, which percentage shall at least be equal to the average of the percentage processed by it during the first and second years of membership in the Cooperative; however, the Cooperative shall utilize its best efforts to receive all solid waste of member towns entering into this Agreement prior to July 1, 1982, and said towns shall be given priority over any other town entering into the Cooperative or using the facility after July 1, 1982.

E. Notwithstanding any provisions in this Agreement, the Cooperative may, by unanimous vote of the joint board, decide to adjust the relative pro-rata shares of the members in regard to initial capitalization, net operating fees and guaranteed percentages.

#### ARTICLE VIII

##### OPERATING AGREEMENT

The Cooperative may in the future enter into an Agreement with a customer for energy produced and in this event, each member municipality agrees that it will be bound by the terms and provisions of such an Agreement relating to, but not necessarily limited to, such subjects as vehicular regulations, liability for processing of hazardous waste, hours of operation and health and safety regulations.

##### ARBITRATION

A. In the event a dispute shall arise between any member municipality and the Cooperative with respect to the manner in which the total equalized assessed valuation of said municipality was computed in any year, such dispute shall be resolved by arbitration as hereinafter provided.

1. Within 15 days of the determination of the total equalized assessed valuation by the New Hampshire Department of Revenue Administration, each municipality shall notify the joint board of any dispute regarding the manner in which the total equalized assessed valuation of said municipality was computed.

2. Within 15 days of the receipt of said notice of dispute, the joint board and said municipality shall meet with the New Hampshire Department of Revenue Administration to review the method by which the total equalized assessed valuation of said municipality was determined.

3. In the event any such dispute cannot be resolved within 30 days of said meeting, then the municipality and the joint board each shall appoint a person as arbitrator who shall have had at least 5 years of experience in the State of New Hampshire with the appraisal of real estate. If either party fails to appoint an arbitrator, as is provided, the other party's arbitrator shall give notice of his intent to appoint a second arbitrator and after expiration of twenty (20) days from receipt of notice, said arbitrator shall appoint an arbitrator, at which time all arbitrators shall have the power to act in furtherance of the provisions of this Agreement.

4. Within 15 days of their appointment, said arbitrators shall



appoint an umpire who shall have had 5 years of experience in the State of New Hampshire with the appraisal of real estate.

5. In the case of the failure of said arbitrators to agree upon an umpire, then such umpire shall be appointed by the American Arbitration Association from its qualified panel of arbitrators.

6. The arbitrators and umpire, after being duly sworn to perform their duties with impartiality and fidelity, shall proceed to determine the question submitted. The decision of the arbitrators and the umpire shall be rendered within 30 days after their appointment and such decisions shall be in writing and in duplicate, one counterpart thereof to be delivered to each of the parties hereto.

7. The award of the arbitrators shall be binding, final and conclusive on the parties.

8. Each of the parties shall be responsible for the fees and expenses for the arbitrator appointed by it. The fees and expenses of the umpire shall be borne equally between the parties.

9. The fees of respective counsel engaged by the parties and the fees of the expert witnesses and other witnesses called by the parties, shall be paid by the respective party engaging such counsel or calling and engaging such witnesses.

#### ARTICLE IX

##### PREPARATION OF ANNUAL BUDGET

Each year the joint board shall determine the amounts necessary to be raised to maintain and operate the Cooperative during the next calendar year and the amounts required for payment of debt and interest incurred by the Cooperative that will be due in the next calendar year. The joint board shall prepare a budget and make a preliminary apportionment of the amount so determined among the member municipalities in accordance with the terms of this Agreement. Prior to December 31st, the joint board shall hold at least one public hearing at some convenient place in Conway and Ossipee on the amounts required in the budget and the preliminary apportionment of the amounts listed in the budget. At least seven days notice of the meeting shall be given by publication of the budget and apportionment in a newspaper or newspapers of general circulation within said towns and by posting a copy of the budget and apportionment in a public place in each municipality in the Cooperative.

After the hearings, the joint board shall adopt a budget and make a final determination of the apportionment among the member municipalities. After the joint board has adopted the budget and determined the apportionment of the expenses, the Cooperative treasurer shall certify to the Boards of Selectmen of the member municipalities in the Cooperative the amount of money assessed each municipality. The selectmen of each municipality shall seasonably assess the taxes to be raised to pay the apportionments. Each municipality treasurer shall pay to the Cooperative the amount so apportioned in quarterly installments each year, due on March 31st, June 30th, September 30th and December 31st.

The joint board shall cause a certified public accountant licensed to practice in either the State of New Hampshire or the Commonwealth of

Massachusetts to conduct an annual audit of the accounts and records of the Cooperative.

## ARTICLE X

### ADMISSION OF NEW MEMBERS

After initial adoption of this Agreement, municipalities may be admitted to the Cooperative by a majority vote of the legislative body of the municipality seeking admission and upon such terms and conditions as established by a unanimous vote of the joint board of the Cooperative. New members shall agree to all of the provisions of the Agreement and any amendments thereto, and any other conditions of admittance imposed by the joint board.

## ARTICLE XI

### DURATION OF AGREEMENT

This Agreement shall continue in force for a term of fifteen years or extended throughout the life of the facility. No municipality approving this Agreement may withdraw from the Cooperative for any reason during the term of this Agreement.

Each municipality approving this Agreement hereby agrees to pay its full pro-rata share of net operating costs of the facility as defined by Article VII hereof.

## ARTICLE XII

### BREACH OF AGREEMENT

A municipality shall be deemed to be in breach of this Agreement if it fails to appropriate or make timely payment of its share of capital cost and mandatory operating costs or if it fails to perform or comply with any of the terms, provisions, or conditions of this Agreement or operating guidelines and regulations. The joint board shall give a municipality written notice of specific acts or omissions which constitute breach. The municipality so notified shall have seven (7) days to conform. If the municipality fails to conform within the above mentioned time period, then the joint board shall have the power to exclude the solid waste generated by said municipality from processing at the solid waste disposal facility. No such exclusion shall render the Cooperative liable for damages or relieve the municipality deemed to be in breach from performance of its obligations hereunder and the Cooperative reserves the right to insist upon specific performance by the municipality deemed to be in breach of its obligations under this Agreement and/or claim money damages. Any municipality found to be in breach of this Agreement by a court of law shall be responsible to the Cooperative for its reasonable attorney's fees and expenses incurred in respect to said breach.

## ARTICLE XIII

### DISTRIBUTION OF ASSETS

Assets of the Cooperative remaining at the time of termination of this Agreement shall be divided among the municipalities according to their proportionate payments or contributions to the capital construction and improvement of the Cooperative during the full term of this

Agreement, except that any municipality entering the Cooperative after July 1, 1982, shall only share according to its proportionate payment or contribution to the capital and improvement costs made by it upon and after its entry into the Cooperative.

ARTICLE XIV

AMENDMENT

This Agreement may be amended only in the following manner:

The director representing any member municipality on the joint board may propose amendments. Any amendment must be the subject of at least one public hearing called in a convenient place within Conway and Ossipee. At least seven days notice of the time, place and subject of the hearing shall be published in a paper or papers of general circulation within said towns and posted in a public place in each member municipality. After the hearings, the joint board may adopt the amendment and certify it to the Board of Selectmen of each municipality. The adoption of any amendment shall require approval by at least two-thirds of the Boards of Selectmen of the member municipalities.

ARTICLE XV

SEPARABILITY

In case any one or more of the provisions contained in this Agreement be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the municipalities of Albany, Eaton, Conway, Jackson, and Ossipee have caused this Agreement to be signed by a majority of their Boards of Selectmen as of the dates hereinafter written.

WITNESS:

THE TOWN OF EATON

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

on this                      day of                      , 1982

THE TOWN OF ALBANY

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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

on this                      day of                      , 1982



THE TOWN OF OSSIPEE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

on this            day of            , 1982

THE TOWN OF JACKSON

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\_\_\_\_\_

\_\_\_\_\_

on this            day of            , 1982

THE TOWN OF CONWAY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

on this            day of            , 1982

LEASE

THIS LEASE made this            day of            , 1982

WITNESS

That the Town of Conway, a municipal corporation duly organized and existing within the State of New Hampshire, hereby leases, demises, and lets unto MT. WASHINGTON VALLEY REGIONAL SOLID WASTE DISPOSAL COOPERATIVE, an association of towns within Carroll County, New Hampshire, as follows:

The existing solid waste disposal site with the buildings thereon and appurtenances thereto located near and non-adjacent to the Redstone Road leading to East Conway in said Town of Conway, as owned of record by the Town of Conway.

Said property is leased "as is" and shall be used by the Cooperative consistent with the purposes thereof, which Cooperative shall hold the Town of Conway free from liability by reason of any operation conducted on said site by the Cooperative (other than to the extent the Town of Conway as a member of said Cooperative shall be liable thereof).

The Cooperative shall use the site for a regional solid waste disposal and energy recovery facility. In connection therewith, the Cooperative shall not violate the Town of Conway ordinances "Respecting the Dumping, Processing, Removal, and Disposal of Hazardous Wastes" as now existing or any amendments thereto.

This lease shall hold for a term of fifteen (15) years or the duration of the contract of the Cooperative with the participating towns, including the Town of Conway, whichever longer, with the term to commence with the execution of the Cooperative Agreement.

The rental fee for the entire term shall be One Dollar (\$1), the receipt of which is hereby acknowledged.

The Cooperative shall bear all costs of maintenance, repair, suitable insurance, and all other expenses arising in conjunction with the use and operation of said site, with the Town to have no expenses by reason of its legal ownership thereof (not to exclude the Town's obligations by reason of the Cooperative Agreement).

The Town covenants with the Cooperative that the Cooperative may occupy the premises during the term aforesaid peaceably and free from all lawful claims of any other person.

IN WITNESS WHEREOF, the parties have interchangeably set their hands this day and year first written.

IN THE PRESENCE OF:	TOWN OF CONWAY
_____	By: _____
_____	_____
_____	_____ Its Selectmen
	MT. WASHINGTON VALLEY REGIONAL SOLID WASTE DISPOSAL COOPERATIVE
_____	By: _____
_____	DIRECTOR FOR EATON
_____	DIRECTOR FOR ALBANY
_____	DIRECTOR FOR CONWAY
_____	DIRECTOR FOR OSSIPEE
_____	DIRECTOR FOR JACKSON

STATE OF NEW HAMPSHIRE, CARROLL, ss.      Dated: \_\_\_\_\_, 1982

Subscribed and sworn to by the aforementioned officers respectively acting in their said capacities.

Before me, \_\_\_\_\_  
NOTARY PUBLIC



# **SUBDIVISION REGULATIONS OF THE TOWN OF EATON**

## **SECTION 1: AUTHORITY**

Pursuant to the authority vested in the Eaton Planning Board by the voters of the Town of Eaton and in accordance with the provisions of Chapter 36: Sections 19-29, N.H. Revised Statutes Annotated, 1955, the Eaton Planning Board adopts the following regulations governing the subdivision of land in the Town of Eaton, New Hampshire.

## **SECTION 2: DEFINITIONS**

**2.01 Abutter:** Shall mean any person whose property is located in New Hampshire and adjoins or is directly across the street or stream from the land under consideration by the Planning Board. For purposes of receiving testimony only, and not for purposes of notification, the term “abutter” shall include any person who is able to demonstrate that his land will be directly affected by the proposal under consideration.

**2.02 Approval:** Shall mean recognition by the Planning Board, certified by written endorsement on the plat, that the final plat submission meets the requirements of these regulations and satisfies, in the judgment of the Planning Board, all criteria of good planning and design.

**2.03 Approval, Conditional:** Shall mean an expressing by the Planning Board that the preliminary layout appears to satisfy all requirements established herein for the preliminary layout submission phase. Conditional Approval does not constitute, nor should it be construed as, approval either implied or granted, of the final plat, nor does it bind the Planning Board to approval of the final plat.

**2.04 Board:** Shall mean the Planning Board of the Town of Eaton.

**2.05 Engineer:** Shall mean the Town (Consulting) Engineer of the Town of Eaton.

**2.06 Final Plat:** The final drawing or drawings on which the subdivider’s plan of submission is indicated, prepared as required under the provisions of Section 4.09 hereof.

**2.07 Health Officer:** Shall mean the Health Officer of the Town of Eaton.

**2.08 Master Plan:** Shall mean the comprehensive plan or plan of development for the community.

**2.09 Official Map:** Shall mean the adopted street or base map of the municipality as defined in RSA 36:16-18.

**2.10 Preliminary Layout:** Shall mean a plan prepared as required in Section 4.08 and submitted to the Board prior to preparing the final plat.

**2.11 Street:** A public way. The word “street” shall include the entire right-of-way.

**2.12 Street, Local:** A street used primarily to give access to abutting properties.

**2.13 Street, Collector:** A street which, in addition to giving access to properties, serves primarily to carry traffic from local streets to arterial streets and to public and other centers of traffic concentration. A “collector street” may be further classified as major or minor, depending on average daily traffic count.

**2.14 Street, Arterial:** A street or highway used primarily for heavy and/or through traffic.

**2.15 Street, Frontage:** A marginal roadway parallel and adjacent to a thoroughfare to provide access to abutting properties.

**2.16 Subdivider:** The owner of record of the land to be subdivided, including any subsequent owner of record making any subdivision of such land or any part thereof, or the agent of any such owner.

**2.17 Subdivision:** The division of a lot, tract, or parcel of land into two or more lots, plats, sites, or other divisions of land for any purpose, whether immediate or future, including but not restricted to, of sale, rent, lease, condominium conveyance or building development. It includes re-subdivision and, when appropriate to the context, relates to the process of subdividing or to the land or territory subdivided. The division of a parcel of land held in common and subsequently divided into parts among the several owners shall be deemed a Subdivision under this chapter.

**2.18 Subdivision, Minor:**

a. The subdivision of land into four or fewer lots, with no potential for resubdivision, and requiring no new roads, utilities or other municipal improvements, or

b. The creation of lots for non-building development purposes, including conservation easements, or

c. Minor lot line adjustments or boundary agreements which do not create buildable lots.

**2.19 Easements:** Easements across lots shall be provided where necessary for utilities or drainage. Such easements shall be centered on rear or side of lot lines wherever possible, and be wide enough for the purpose for which they are intended.

## **SECTION 3: APPLICATION PROCEDURE**

### **3.01 Preliminary Consultation and Review**

a. The applicant may appear at a regular meeting of the Planning Board to discuss a proposal in conceptual form and in general terms. Such preliminary consultation shall be informal and directed toward:

i) Reviewing the basic concepts of the proposal,

ii) Reviewing the proposal with regard to Eaton's Master Plan and Zoning Ordinance,

iii) Reviewing Eaton's Subdivision Regulations as they may apply to this proposal and determination of the proposal as a major or minor subdivision, and

iv) Guiding the applicant relative to necessary state and local requirements.

b. Preliminary consultation and review shall not bind the applicant or the Board. Such discussion may occur without formal public notice as provided in section 3.04. However, no discussions beyond the conceptual and general review shall take place without identification of and notice to abutters and the general public as described in Section 3.04.

c. Preliminary consultation and review shall be separate and apart from formal consideration under Sections 3.02 and 3.03, and the time limits for acting under Sections 3.05 and 3.06 shall not apply until a formal completed application is submitted.

d. The applicant shall be guided by the Board as to the need for further meetings and the advisability of entering into the preliminary stage. There is no time limit or application fee for this preliminary consultation and review.

### **3.02 Completed Application**

a. A completed application sufficient to invoke jurisdiction of the Board, must include sufficient information to allow the Board to proceed with consideration and to make an informed decision.

b. The following shall be required for and constitute a completed application:

i) An application for subdivision approval properly filled out and executed by the applicant and filed with the Board in accordance with Section 3.03,

ii) The names and addresses of the applicant and all abutters as indicated in town records not more than five (5) days before the day of filing,

iii) A check payable to the Board to cover filing fees, mailing, advertising, recording, and other costs as provided in Section 3.07,

iv) Three paper print copies of the preliminary layout in accordance with and accompanied by the information required in Section 4.08,

v) Evidence of approval of plans by any state or regional agency whose review is required by law, and

vi) If the applicant intends to submit a final plat on only a portion of the total land to be subdivided, the preliminary layout submission shall cover the entire area of the tract, and shall indicate the approximate outline and sequence of those portions of the tract for which subsequent final plats will be submitted.



### **3.03 Filing and Submission of Completed Application**

a. The completed application shall be filed with the secretary or the chairman of the Board at least fifteen (15) days prior to a scheduled public meeting of the Board.

b. The completed application shall be formally submitted to and accepted by the Board only at a regularly scheduled public meeting after due notification to applicant, abutters, and the general public of the date the completed application will be submitted and received by the Board.

c. An incomplete application filed by the applicant will not be formally accepted by the Board nor will notices of a public meeting be mailed, posted, or published as provided under Section 3.04.

d. Applications may be disapproved by the Board without public hearing on grounds of failure of the applicant to supply information required by these regulations, including:

i) Abutters' identification and information required for preliminary layout,

ii) Failure to pay costs of notices or other costs and fees required under Section 3.07 of these Regulations,

iii) Failure to meet any reasonable deadline established by these Regulations.

e. When a completed application is accepted by the Board, the Board shall provide a receipt to the applicant indicating the date of formal acceptance.

### **3.04 Public Hearing and Notice**

a. Prior to approval of a subdivision, a public hearing shall be held as required by RSA 36:23-1 and notice to applicant and abutters and public shall be given in accordance with Section 3.04. The public hearing shall be held within thirty (30) days after submission of the completed application. A public hearing may not be required for minor subdivision as provided in Section 4.10.

b. Notice of the submission of a preliminary layout or a completed application shall be given by the Board to the abutters and the applicant by certified mail, return receipt requested, mailed at least ten (10) days prior to the submission, and to the public at the same time by posting in at least two public places in the Town or publication in a newspaper of general circulation. The notice shall give the date, time and place of the Board meeting at which the application and/or other item(s) will be formally submitted to the Board, and shall include a general description of the proposal which is the subject of the application or of the item to be considered and shall identify the application and location of the proposed subdivision.



c. For any public hearing on the completed application, the same notices as required for notice of submission of the completed application shall be given. If the notice of public hearing has been included in the notice of submission or any prior notice, additional notice of the public hearing is not required, nor shall additional notice be required of an adjourned session of a hearing with proper notice if the date, time and place of the adjourned session was made known at the prior hearing.

### **3.05 Board Action on Completed Application**

a. The Board shall consider the completed application within thirty (30) days of its submission. After review of the completed application, and after a duly noticed public hearing as provided Section 3.04, the Board may grant a conditional approval of the completed application and request the applicant to prepare a final plat as provided for in Section 3.02. The Board shall act to approve or disapprove the completed application and final plat within ninety (90) days after submission of the completed application, subject to extension or waiver as provided in accordance with Section 23, Chapter 36 NH RSA 1955, as amended.

b. Approval of the final plat shall be certified by written endorsement on the final plat and signed by the chairman or secretary of the Board. The chairman or secretary of the Board shall transmit a copy of the final plat with such approval endorsed in writing thereon to the Register of Deeds of Carroll County. The applicant shall be responsible for the payment of all recording fees. In case of disapproval of any plat submitted, the grounds for such disapproval shall be adequately stated in the records of the Planning Board and written notice given to the applicant.

### **3.06 Failure To Act**

a. If the Planning Board has not obtained an extension as provided in Section 3.05 and has not taken action to approve or disapprove the completed application within ninety (90) days of its acceptance, the applicant may obtain from the Board of Selectmen an order directing the Planning Board to act within fifteen (15) days. Failure of the Planning Board to act upon such order of the Selectmen shall constitute grounds for the applicant to petition the Superior Court as provided in Section 23, Chapter 36 NH RSA 1955, as amended.

### **3.07 Fees**

a. A completed application shall be accompanied by a filing fee of twenty five (25) dollars plus five (5) dollars per lot.

b. All costs of notices, whether mailed, posted or published, shall be paid in advance by the applicant. Failure to pay costs shall constitute valid grounds for the Board to terminate further consideration and to disapprove the plat without a public hearing.

c. The Board may require special investigative studies, environmental assessments, a legal review of documents, administrative expenses, and other matters necessary to make an informed decision. The cost of such studies and investigations shall be paid by the applicant prior to the approval or disapproval of the final plat.

### **3.08 Official Map**

When there exists an official map of the Town, the recordation of the plats which have been approved as provided herein shall without further action modify the official map in accordance therewith. Recordation of an approved subdivision plat shall not constitute acceptance by the Town of any street easement or open space shown thereon.

### **3.09 Acceptance of streets and Open Space**

No street or open space will be accepted by the Town until such time as all improvements have been carried out as shown on the final plat, in accord with the requirements of these Regulations, and subject to any conditions established by the Planning Board at the time of final plat approval.

## **SECTION 4: PLAN REQUIREMENTS GENERAL**

### **4.01 Compliance with Regulations**

a. No subdivision of land shall be made, and no land in any subdivision shall be sold or offered for sale or lease, and no street or utility construction shall be started until a final plat, prepared in accordance with the requirements of these Regulations, has been approved by the Board, and other required permits have been issued.

b. The applicant shall familiarize himself with all State and Town regulations relative to health, buildings, roads, and other pertinent data, so that he is aware of the obligations and standards expected.

### **4.02 Character of Land and Subdivision**

All land to be subdivided shall be, in the judgment of the Board of such a character that it can be used for building purposes without danger to public health or safety, or to the environment. Land subject to periodic flooding, poor drainage or other hazardous conditions, shall not ordinarily be subdivided. Land with inadequate capacity for sanitary sewage disposal shall not be subdivided unless connected to public sewers. Plats for the subdivision of land shall conform with all Regulations of the Board, the Zoning Regulation, the Sanitary Code and other applicable by-laws, ordinances and regulations at both state and local levels.

### **4.03 Reserved Strips**

No privately owned reserved strip, except on open space area, shall be permitted which controls access to any part of the subdivision or to any other parcel of land from any street, or from any land dedicated to public use, or which may be so dedicated.

### **4.04 Lot Layout**

The layout of lots shall conform to the requirements of the Zoning Regulations and shall be appropriate for the intended construction. Corner lots shall have extra width to permit a setback on each street. Side lot lines shall generally be at right angles to straight street lines or radial to curved street lines.

#### **4.05 Preservation of Existing Features**

Due regard shall be given to the preservation and protection of existing features, trees, scenic points, brooks, streams, rock out-croppings, water bodies, other natural resources, and historic landmarks.

#### **4.06 Not Used**

#### **4.07 Soils data**

Where private individual sewage disposal systems are proposed, the applicant shall perform soils tests to be submitted as part of the preliminary layout and the final plat. The applicant shall arrange to perform such tests under the supervision of the New Hampshire Water Supply and Pollution Control Commission and at locations recommended by its agent, provided that percolation tests for each proposed lot to be included.

#### **4.08 Preliminary Layout - Major Subdivision**

a. The applicant may submit a preliminary layout to the secretary of the Board not less than fifteen (15) days before any regular meeting of the Board. This optional step may aid both the applicant and the Board in reviewing the proposal.

b. The Board, before taking action on the preliminary layout, may discuss the plan with the applicant and after such discussion, the Board may communicate to the applicant specific suggestions to assist in resolving problems prior to the submission of a completed application.

c. Notice of the submission of a preliminary layout shall be given as provided in Section 3.04.

d. Neither time limits for consideration and action nor the public hearing requirements shall apply to this submission.

e. The preliminary layout may be drawn in pencil, and shall be submitted in three (3) paper print copies. Dimensions may be approximate; the data may be tentative, but shall be sufficiently clear to illustrate all conditions and establish the basis and clarify the design requirements for the subdivision plat. Maps shall be at a scale of not more than 100 feet to the inch. The preliminary layout shall contain or be accompanied by the following information:

i) Name of municipality and subdivision, name and address of the applicant and designer,

ii) Boundaries and area of the entire parcel, whether or not all land therein is to be subdivided; north point, bar scale, date and dates of any revisions,

iii) List of all abutters and their addresses,

iv) Check to cover mailing and advertising costs as stated in Section 3.07,

v) Locations of all existing buildings,

vi) Existing and proposed street right-of-way lines, widths of streets, proposed names of new streets, existing and proposed lot lines,

vii) Location of existing and proposed easements, deed restrictions, building setback lines, parks and other open spaces, watercourses, large trees, foliage lines and significant natural and man-made features, water mains,

sanitary sewers, storm and water drainage lines, drainage structures and drainage ways,

viii) Existing and proposed plans for telephone, electricity, and gas utilities,

ix) Boundaries of Zoning Districts lying within the subdivision, municipal boundary if any, land use designation from the Master Plan,

x) A general site location map at the scale of the official or municipal base map, locating exactly the subdivision boundary and proposed streets in relation to at least two existing intersecting streets or other features shown on the official map,

xi) A statement of conditions of land as to suitability for residential developments,

ii) A statement of the work required on existing streets to meet the minimum standards set herein including cost estimates and the method of meeting such costs,

xiii) Existing and future subdivisions, if any, in and adjacent to the subject subdivision,

xiv) A statement and contours in sufficient detail to indicate clearly the method of storm water drainage on and off the subdivision, methods of sanitary sewage disposal and water supply; soils data if required,

xv) Watershed areas and drainage computations,

xvi) Preliminary road profiles, including cross sections,

xvii) Approval, as prescribed by law from any other municipal, state or federal agency which may have jurisdiction.

#### **4.09 Final Plat**

a. The final plat shall be in permanent black ink, on a permanent reproducible linen or polyester film. It shall be submitted in three (3) line prints on paper. Sheet sizes shall be in accordance with requirements of the register of deeds but not smaller than 20"x30". Space shall be reserved on the plat for endorsement by all appropriate agencies. The subdivision plat shall be consistent with the approved preliminary layout.

b. The plat shall contain the following statement: "The Subdivision Regulations of the Town of Eaton are a part of this plat, and approval of this plat is contingent on completion of all the requirements of said Subdivision Regulations, excepting only any variances or modifications made in writing by the Board and attached hereto," together with the following information:

i) All data required for preliminary layout submission,

ii) Name and seal of engineer and of land surveyor licensed by the State of New Hampshire,

iii) Final disposition of land into lots, streets, open spaces, drainage courses and any easements running with the land. The subdivision plat shall be based on a boundary survey with a maximum error of closure of 1 in 10,000 certified by an engineer or surveyor registered in the



State of New Hampshire. Distances shall be to the nearest 100th of a foot and bearings to the nearest 10 seconds,

iv) Stations, radii, curve data and paving widths for proposed streets,

v) Lot dimensions, areas in square feet and acres, consecutive numbering of lots,

vi) Accurate locations of all easements, either on or off the site.

A written acknowledgement of the subdivider's responsibility for maintenance, and the assumption by him of liability for injuries and damages that may occur on any land to be dedicated for public use, until such land has been legally accepted by the Town,

vii) Approved names of proposed streets,

viii) Accurate locations of all monuments to be set at street intersections, points of curvature and tangency of curved streets and at angles of lots,

ix) Existing and proposed contours at five-foot intervals,

x Existing and proposed plans for telephone, electricity and gas utilities,

xi) Proposed methods of sanitary sewerage and computations therefor; proposed storm drainage accompanied by a drainage analysis map and computations for the entire watershed area; methods of supplying water,

xii) Final road profiles and cross sections,

xiii) If the subdivision abuts a state highway, or if a proposed street intersects a state highway, a written statement from the New Hampshire Department of Public Works and Highways approving any proposed driveway or street access with such state highway.

xiv) If a subdivision is to be served by public water supply or by public sewers, a statement from the Municipal Department or company involved, attesting to the availability of such service.

#### **4:10 Minor Subdivisions**

a. The applicant may first meet with the Board for preliminary consultation and review of his proposal as discussed in Section 3.01 to determine if it is a minor subdivision. If it is determined by the Board to be a minor subdivision. the applicant shall submit:

i) A completed application, excluding the preliminary layout as required in section 3.02,

ii) A final plat as provided in Section 4.09. Notice of submission shall be given as provided in Section 3.04 and may be combined with the notice of public hearing.

b. The completed application under this Section may be submitted and approved at one or more Board meetings, but no application shall be approved without the full notice of abutters and public required under Section 3.04. A public hearing, duly noticed in Section 3.04 shall be held only if requested by the applicant or abutters or if the Board determines to hold a hearing.

#### **4:11 Legal Data Required**

a. Where applicable to a specific subdivision, the following are required, in form as approved by the Town Attorney, prior to approval of a subdivision plat:

i) Agreement to convey to the Town land to be used for streets and other public purposes, with transfer of title to such interests to be effective on such date as the Town accepts such land;

ii) Easements and rights-of-way over property to remain in private ownership;

iii) Rights to drain onto or across other property, whether public or private, including a street;

iv) Performance bond, described in Section 4.12 hereafter.

#### **4.12 Performance Bond**

a. Except in the case of a subdivision in which each lot is on an existing improved Town road, no subdivision plat filed with the Board shall be approved until the subdivider shall have filed with the Board an engineer's estimate of costs of streets, public improvements, drainage structures, and other utilities, together with maps, plans, and supporting data, accompanied by either:

i) A surety bond, issued by a surety company authorized to do business in New Hampshire to be filed with the Board of Selectmen in form and amount satisfactory to it;

ii) Cash, or savings bank book property endorsed to the Town, in an amount to be determined by the Board of Selectmen and to be deposited with it;

iii) The amount of performance bond to include fees for inspection of improvements by the appropriate Town agents;

b. In the case of electric lines or other utilities to be installed by a public utility corporation or a municipal department, a statement shall be received in writing from such public utility, corporation or municipal department that the work will be done within a reasonable time and without expense to the Town and that the utilities will be placed underground, if this has been agreed.

c. Each approval of a plat shall contain a time limit within which streets and public improvements shall be completed, not to exceed 3 years, unless extended with the owner's consent by the Planning Board.

d. Upon completion of improvements and approval by the Town agent, surety covering maintenance of roads and improvements for a period of 2 years from completion may be required in an amount based on the cost of such improvements as approved by the Board of Selectmen.

e. The performance guaranty shall not be released until the Board of Selectmen has certified completion of the public utilities and improvements in substantial accordance with the requirements, and deed covering land to be used for public purposes, easements, and rights-of-way over property to remain in private ownership and rights-to-drain onto or across private

property are submitted in a form satisfactory to the Town Attorney. All recording fees shall be borne by the subdivider.

## **DESIGN FOR OPEN SPACE**

### **4.13 Open Space Shown on Town Plan**

a. Where a proposed park, playground, or other open space shown on the master plan is located in whole or in part in a proposed subdivision, the Board shall require substantial compliance with such master plan.

b. As a condition of approval of the final plat, the Board may require that the area shown thereon as open space be offered for dedication to the Town. The Board shall not require such dedication in excess of 15 percent of the total area of the subdivision without reasonable compensation, and if the Town does not take steps within a period of one year from the date of approval of the subdivision plat to acquire the portion of the open space in excess of said 15 percent, the subdivider may submit to the Board a plan for subdivision of such portion, provided such additional subdivision does not exceed the total number of family dwelling units permitted by the zoning regulations for the applicable district, and meets requirements of these subdivision regulations.

### **4.14 Other Open Space**

If no such open space, park or playground is shown on the Town master plan within the boundaries of a proposed subdivision, the Board may, where it deems essential, require that the plat show one or more sites of character, size, shape and location suitable to be used as community open space or park, in area not to exceed 15 percent of the total area of the subdivision. In the case of cluster subdivision or planned unit development, open space shall be not less in area than as provided in the zoning regulations. Such areas of open space, whether privately or publicly owned, shall have a sufficient legal restriction recorded in the Town land records to assure permanence of use as open space. Open space land in private ownership shall be deeded in such a way that will assure operation or maintenance of the land in an orderly manner suitable for the purpose intended.

### **4.15 Trees and Planting**

Due regard shall be given to preservation of existing features, trees, scenic points and other natural and historic resources within the subdivision. The Board may require additional tree planting and other landscaping appropriate to the area being developed. Removal of stripped topsoil materials from the subdivision area shall not be permitted unless in accord with the zoning regulations. Existing trees on lots and open space land shall be preserved wherever possible, or unless otherwise directed by the Board.

### **4.16 Development of Open Space**

On land to be used as active recreation open space, undesirable growth and debris shall be removed. Wooded and brook areas shall be left



natural; active recreation open spaces shall be graded properly to dispose of surface water, and shall be seeded with lawn grass. There shall be no depositing, dumping, or storage of waste, or other natural or man-made material, supplies, or equipment, on any subdivision land designated as open space. No work, removal, or filling shall be done, nor shall the existing natural characteristics of open space land be altered from the original condition, until a site plan, prepared by a competent person, shall have been approved by the Board

## **ROAD AND UTILITIES STANDARDS**

### **4.17 Street Design**

a. Proposed streets shall be in harmony and conformance with existing and proposed streets, as shown on the Town Master Plan or Official Map. Street patterns shall give due consideration to contours and natural features. Where required by the Board, provision shall be made for the extension of the street pattern to abutting undeveloped property. Every proposed street in a subdivision shall be laid out and constructed as required by these regulations.

b. Where a subdivision abuts an existing street with an inadequate alignment, or right-of-way width, the subdivision plat shall include in the street dedication all land needed to meet the standards established by these regulations, and as approved by the Board.

c. Permanent dead end streets shall not exceed 600 feet in length, and shall terminate in a turnaround 100 feet in diameter, with a paved area 80 feet in diameter.

d. Temporary dead end streets, where future extension to another outlet is approved by the Board, or where indicated on the plan, may exceed 600 feet in length. In such cases the full width of the right-of-way to the subdivision property line shall be dedicated to the Town.

e. Except where it is impracticable, because of the character of the land, streets shall intersect so that within 75 feet of the intersection the street lines are at right angles, and the grade within 100 feet does not exceed one percent. No structure or planting shall impair corner visibility.

f. The plan of any proposed subdivision shall show all work required to connect and complete the improvements and utilities between the proposed street pattern and any connecting street in an existing subdivision.

g. All streets shall be constructed and paved, and all bridges, culverts, drainage structures, storm sewers, gutters, drainage ditches, and other improvements required by the subdivision plat and accompanying documents, shall be installed in conformance with the standards and specifications adopted by the Board of Selectmen.

#### 4.18 Classification of Streets

a. The classification of Town streets shall be as defined in the Town Master Plan or Official Map, and the classification of new streets and streets not shown on such plan shall be as determined by the Board. The following standards of design shall apply to streets maintained by the Town:

	Minimum Pavement Width	Minimum Right-of-way	Maximum Gradient	Minimum Centerline Radius of Curve
Classification	Feet	Feet	Percent	Feet
Arterial	44	100	5%	955
Major Collector	40	80	8	700
Minor Collector	30	60	10	400
Local Service	24	50	12	125

The minimum gradient shall be 0.5 percent.

b. The Board may modify the maximum and minimum gradient for short lengths of streets where, in its judgment, existing topographic conditions or the preservation of natural features indicate that such modification will result in the best subdivision of land.

c. The Board may require greater width of right-of-way where, in its judgment, the demands of present or future traffic make it desirable or where topographic conditions create a need for greater width for grading.

#### 4.19 Street Improvements

a. In rural areas streets shall be paved to a minimum width as prescribed above, with shoulders not less than 4 feet wide. The Board may require a greater width of paving and shoulders for Arterial and Collector Streets. In urban or village areas, the Board may require a greater width of right-of-way and paving, together with curbs and sidewalks.

b. In the case of subdivisions requiring construction of new streets, any existing street which provides either frontage to new lots or access to new streets shall meet the minimum standards established in Section 4.17 for such street. Where a subdivision requires undue expenditures by the Town to improve existing streets to conform to minimum requirements, The Board may disapprove such subdivision until the Selectmen shall certify that funds for the improvements have been assured.

#### 4.20 Pedestrian Walks

Where necessary, in the judgment of the Board, rights-of-way for pedestrian travel and access may be required between subdivisions or its parts, or between a subdivision and public property.

#### **4.21 Utilities, Drainage**

a. All subdivisions shall make adequate provisions for water supply storm water and sanitary sewage disposal, and required utilities and improvements. The Board may require the extension of public water and sewers to and within a proposed subdivision, without cost to the Town where existing lines are, in the sole judgment of the Board, within a reasonable distance of the proposed subdivision.

b. The subdivider shall install laterals from all utilities in the street right-of-way to the street property line of each building lot. Any habitable buildings constructed in the subdivision shall have house connections installed, and shall have such connections extended inside of the building.

c. All such utility system installations shall be at the expense of the subdivider and shall be installed under the supervision of the appropriate Town agency.

d. An adequate surface storm water drainage system for the entire subdivision area shall be provided. Storm drainage shall be carried to existing watercourses, or connect to existing watercourses, or connect to existing storm drains. If the storm water drainage system creates any additional flow over any adjacent property, the subdivider shall obtain an easement therefor from the adjacent owner and shall hold the Town harmless from any claims for damage resulting therefrom.

e. The Board may require the installation of street lighting in any subdivision where it deems necessary.

f. Where underground utilities are to be furnished from a public source, all necessary mains, branch offsets to each lot, and fire hydrants shall be installed by the subdivider, as approved by the corporation or municipal department having jurisdiction, and to the satisfaction of the Board of Selectmen, and without expense to the Town.

### **SECTION 5 ADMINISTRATION AND ENFORCEMENT**

#### **5.01 Modifications**

The requirements of the foregoing regulations may be modified when, in the opinion of the Board, specific circumstances surrounding a subdivision or condition of the land in such subdivision, indicate that such modification will properly carry out the purpose and intent of the master plan and of these regulations.

#### **5.02 Acceptance of Streets**

Nothing herein is intended to modify the requirements of law with reference to the acceptance of streets by the Town. Nothing herein is intended to modify or control the construction, reconstruction, or extension of roads by the Town or State:

#### **5.03 Other Regulations**

Where these regulations are in conflict with other local ordinances, the more stringent shall apply.

#### **5.04 Enforcements**

These regulations shall be enforced by the Board or its duly authorized representative.

#### **5.05 Penalties**

As provided in RSA 36.27, any owner, or agent of the owner, of any land located within a subdivision, who transfers or sells any land, before a plat of the said subdivision has been approved by the planning board and recorded or filed in the office of the register of deeds shall forfeit and pay a penalty of five hundred dollars for each lot or parcel so transferred or sold; and the description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring shall not exempt the transaction from such penalties.

#### **5.06 Appeals**

Any person, aggrieved by an official action of the Board, may appeal therefrom to the Superior Court as provided by RSA 36:34.

#### **5.07 Validity**

If any section, subsection, or phrase of these subdivision regulations is found for any reason to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of these regulations.

#### **5.08 Effective Date**

The effective date of these regulations shall be July 31, 1973.

As amended 1/20/82

Paul D. Hennigan, Chairman  
Betsi Ela, Secretary  
Robert D. J. Donahue  
Robert French  
Fred Goss  
Claudia H. Sundman  
C. Jerome Underwood  
Betsi Ela, Selectmen's Representative

### **A REPORT FROM THE PLANNING BOARD**

Since July 1973, the Subdivision regulations of the Town of Eaton have aided the Planning Board in implementing the desires of the townspeople.

The State Legislature approved statutory changes in June 1981, which mandated changes in our 1973 Regulations.

On Wednesday, the 23rd of September, 1981, the Planning Board held an open hearing to discuss these changes.

As a meeting of the Planning Board on the 20th of January, 1982, these new Regulations were adopted.

Chairman	PAUL D. HENNIGAN
Secretary	BETSI ELA
	FRED GOSS
	C. JEROME UNDERWOOD
	ROBERT D.J. DONAHUE
	CLAUDIA H. SUNDMAN
	ROBERT FRENCH
Selectmen's	
Representative	BETSI ELA



# Report of the Trust Funds of the City or Town of Eaton on December 31, 1981

DATE of Creation	NAME OF TRUST FUND List first those trusts invested in a common trust fund	Purpose of Trust Fund	HOW INVESTED Whether bank, deposits, Stockst, bonds, etc. (If Common trust - So state)						
			Balance Beginning Year	New Funds Created	Balance End Year	Balance Beginning Year	Income during year Amount	Expended During Year	Balance End Year
	Cemetery Funds		2400.00		2400.00	2273.91	288.04	102.00	2459.95
1975	Eaton School District	Capital Reserve Fund	5000.00	4000.00	9000.00	1162.54	669.48		1832.02
1976	Town of Eaton Tricentennial Trust	Educational Scholarship	675.00		675.00	239.87	72.24		312.11
1978	Eaton Truck Fund	Purchase of Truck	500.00	3000.00	3500.00	376.92	49.60		426.52
		Carroll County Turst Company							
		TOTALS:	8575.00	7000.00	15575.00	4053.24	1079.36	102.00	5030.60



# EATON CONSERVATION COMMISSION

## 1981

The Division of New Hampshire Forests and Lands reported that it could no longer survey, cruise, and map our lands owing to budget cuts. At the suggestion of the County Forester, the Commission has hired Forest Land Improvement Company of Tamworth to cruise and set up a management plan for 325 acres of the so-called Creative Concepts tract. Funds for payment will be taken from blueberry crop receipts of former years.

There was no income to the Commission from Brooks Pasture because this area had been burned to produce a larger blueberry crop in 1982. Only the lower part of the Foss Mountain area produced a crop in 1981. Owing to winterkill, subfreezing temperatures late in spring, depredations of the spanworm, and heavy infestation of gypsy-moth caterpillars, the crop was very small and the Town's share amounted to only \$30.80. By agreement with the Selectmen, and as required by law, this amount has been deposited in the general revenues of the Town, to go toward reduction of taxes.

The Commission agreed to cooperate with the Selectmen in allowing the Road Commissioner to open up a small gravel pit in the Jackson Forest area to be used in improvement of Town roads, especially the lower end of Stewart Road (so-called Bush Road).

At a Special Meeting in December, it was agreed to sell a small quantity of standing timber that had been marked for cutting some time ago in the Jackson Forest area.

At the same meeting, reconvened at a later date, the Commission voted to accept with thanks a 5.8-acre tract of land on the Brownfield Road in the Snowville section of the Town. The land, containing a watershed and spring, is to be known as the Joseph Snow Spring, and is a gift of the Snow family.

No statistics are available on recreational use of the Town lands, but cars, including a number from out of state, are often parked during the summer months at the start of the Foss Mountain trail, and there is moderate automobile traffic over the Foss Mountain Road. Hikers, singly, or in small groups, visit Foss from all directions; riders with their horses have spent the night there. A few people seem to explore more deeply into the Town lands.

The changing wildlife pattern includes a lessening of beaver populations and probable rise in the number of coyotes. Bear are not generally seen but their presence is evident. Fewer deer tracks are seen now along the roads.

Partridge startle the quiet, seeming to wait until the last moment before taking flight. A hawk patrols Foss Mountain Road, gliding ahead of the oncoming car, then perching on a branch until the vehicle catches up.

As provided under its bylaws, regular meetings of the Commission are held at 7:30 p.m. local time on the second Monday of each month from April through November at Arthur and Alice Evans Memorial Building (Eaton Town Hall). Special meetings are given advance publicity. They are all, by law, open to the public. The Commissioners welcome active participation by those interested.

Members responsible for the activities described above are listed. Their terms end in August of the year indicated, except as noted.

Shirley S. Blue, '83

Louis Feron, '82

Alexander A. McKenzie, '84 (Secretary)

Jonathon Simonds, '83 (Chairman)

Roland L. Toppan, Jr., '84

Allan C. Robotham, Honorary Member

Holly B. Gardner, Treasurer, Eaton Conservation Fund (March 1982)

Philip Kelly '82

Chester G. Russell '83 (Vice Chairman)

# EATON CONSERVATION FUND

## Financial Statement

Balance, Jan. 1, 1981		\$3,289.66
Receipts		
Interest on deposits	176.41	
	<hr/>	
		<hr/> \$3,466.07
Disbursements		
Postage	10.00	
Advertisement	5.63	
	<hr/>	
		15.63
Balance, Dec. 31, 1981		\$3,450.44

The Town of Eaton received \$30.80 for blueberries, and \$12.26 for timber from lands administered by the Commission. These receipts are shown in the town accounts elsewhere.

SCHOOL DISTRICT OF EATON

School Board

MARCIA HEATH, CHR.  
FRED GOSS  
NANCY YOUNG

Term Expires 1982  
Term Expires 1983  
Term Expires 1984

Moderator  
SAMUEL B. HEAD

Treasurer  
HOLLY B. GARDNER

Clerk  
SUZANNE C. LEVESQUE

Auditor  
JANE GRAY

Superintendent of Schools  
ROBERT B. KAUTZ

Assistant Superintendent of Schools  
DAVID STICKNEY

Business Administrator  
DENNIS F. PETERS

Director of Special Education  
ELAINE WOODMAN

SCHOOL ADMINISTRATIVE UNIT NO. 9 STAFF

Laura Jawitz, Title I Coordinator  
John Brandt, Associate School Psychologist  
James Northrop, Associate School Psychologist  
Sally Malloy, Early Sp. Ed. Coordinator  
Ginger Bailey, Nurse/Teacher  
Diana Louis, Nurse/Teacher  
Deborah Ayers, Art Teacher  
Linda Fichtner, Art Teacher  
Terri Hunt, Art Teacher  
Andrew Blanchard, Ph. Ed. Teacher  
Deryl Fleming, Ph. Ed. Teacher  
JoAnn Kelly, Speech/Language Therapist  
Tania Rogers, Speech/Language Therapist  
Sharon Garland, Speech/Language Therapist  
Becky Jefferson, Financial Director  
Susan Gaudette, Financial Assistant  
Kay Bates, Secretary  
Laurie Streeter, Secretary  
Priscilla Stimpson, Secretary

WARRANT FOR ANNUAL MEETING  
OF THE EATON SCHOOL DISTRICT

To the inhabitants of the School District in the Town of Eaton, qualified to vote in District affairs:

You are hereby notified to vote for School District Officers at the Town Hall in said District, on the 9th day of March, 1982, during the hours of 1:00 p.m. and 6:00 p.m.

ARTICLE 1. To elect a Moderator for the ensuing year.

ARTICLE 2. To elect a Clerk for the ensuing year.

ARTICLE 3. To elect a member of the School Board for the ensuing three years.

ARTICLE 4. To elect a Treasurer for the ensuing year.

ARTICLE 5. To elect an Auditor for the ensuing year.

YOU ARE ALSO NOTIFIED TO MEET AT THE SAME PLACE AT TWO O'CLOCK IN THE AFTERNOON ON THE SAME DAY TO ACT UPON THE FOLLOWING ARTICLES:

ARTICLE 6. To see if the District will vote to authorize the Eaton School Board to apply for, accept and expend in the name of the School District, such gifts, advances, grants in aid, or other funds for educational purposes as may be available or forthcoming from any source during the fiscal year, in accord with and upon such terms as are found in RSA 198:20-b.

ARTICLE 7. To see whether the voters of the School District will vote to exercise its option to renew its current tuition contract with the Conway School District, which option will renew the contract for a five (5) year period from 1 July 1983 to 30 June 1988, or to take any other action relative to providing for the education of Eaton students, grades 9-12, after 30 June 1983.

ARTICLE 8. To see what sum of money the School District will vote to raise and appropriate to cover the cost of kindergarten students who will be eligible to attend the kindergarten program operated by the Conway School District.

ARTICLE 9. To see what sum of money the School District will vote to raise and appropriate for the support of schools, for the payment of salaries for school district officials and agents, and for the payment of the statutory obligations of the District.

ARTICLE 10. To transact any other business that may legally come before this meeting.

Given under our hands, this \_\_\_\_\_ day of February, 1982.

MARCIA HEATH  
FRED GOSS  
NANCY YOUNG

School Board of Eaton, N.H.

# ENROLLMENT STATISTICS

## Eaton School District

CURRENT ENROLLMENT (December, 1981) 1-6, 25; 7-12, 28

Grade 1	4	Grade 7	6
Grade 2	5	Grade 8	7
Grade 3	3	Grade 9	3
Grade 4	3	Grade 10	3
Grade 5	4	Grade 11	5
Grade 6	6	Grade 12	4

## ANTICIPATED ENROLLMENT - Pre-School Census

Enter 1982	Enter 1983
3	4
Enter 1984	Enter 1985
3	4
Enter 1986	Enter 1987
0	2



REPORT OF SCHOOL DISTRICT TREASURER

Fiscal Year July 1, 1980 to June 30, 1981

Cash on Hand July 1, 1980 (Treasurer's Bank Balance)		\$ 4,583.51
Received From Selectmen		
Current Appropriation	\$109,007.00	
Revenue From State Sources	999.35	
Received From All Other Sources	221.00	
Total Receipts		\$110,227.35
Total Amount Available for Fiscal Year		\$114,810.86
Less School Board Orders Paid		92,224.07
Balance on Hand June 30, 1981 (Treasurer's Bank Balance)		\$ 22,586.79

June 30, 1981

JoAnn Kelly  
District Treasurer

Auditor's Certificate

This is to certify that I have examined the books, vouchers, bank statements and other financial records of the treasurer of the School District of Eaton of which the above is a true summary for the fiscal year ending June 30, 1981, and find them correct in all respects.

July 29, 1981

Jane Gray  
Auditor

# CONWAY ELEMENTARY SCHOOL

## Principal's Report

by David J. Hawkins

Public education is confronting difficulties unlike any experienced in recent memory. Ever increasing costs, combined with mandated programs and economic and social uncertainties, continually fuel the expanding base of school services. Social, cultural, and educational problems that were isolated incidents in the past have become commonplace occurrences in many of today's classrooms.

Education consumes the largest share of the tax dollar, and we can no longer continue to try to solve the problems of today with the solutions of the past. Using the latest documented research, the Conway Elementary School is pursuing a total learning environment and programs that are proven to be both academically successful and cost effective. We have vertically grouped half of the building which has allowed us to reduce staff, distribute class load more evenly, and further generate a caring and productive atmosphere.

Society demands that each of us be responsible and productive individuals and that we learn to contribute toward the continued improvement of the whole. It is our purpose to provide your children with an opportunity for an education that is both academically excellent and pertinent for the world which they will enter; pertinent in that children learn responsibility and respect for themselves, personal property, the environment in which we all must live, and most importantly for each other.

The community represents the culmination of values of those who reside within it. The public schools incorporate values and develop activities and programs that enhance these ideals. It is through this continued interaction of school and community that we hope to better serve you and to be a source of pride for the entire community.

## SUPERINTENDENT'S REPORT

by Robert B. Kautz and David Stickney

Since our last report, considerable activity has been undertaken by the staff of the School Administrative Unit No. 9 office and your school to continue improving the educational programs offered our children. Teachers have continued to show their commitment to provide the best education possible by attending workshops, college courses, and conferences.

In August, many teachers and administrative staff members voluntarily attended workshops to improve their skills in working with children. Computer Literacy, Child Development, Basic First Aid, The Special Needs Child In The Classroom, as well as a 30 hour course, "Excellence in Teaching", were a few of the offerings provided under the leadership of the Staff Development Committee. It should be pointed out that the Staff Development Committee (whose membership is comprised of teachers, administrators, and board members of local school districts) has worked very hard to develop an excellent program of providing opportunities for teacher improvement.

Another major improvement activity that has been taking place is the Elementary School Evaluation. Each elementary school has gone through a self-evaluation process studying the school, community, school philosophies, curriculums, special education services, library services and school buildings. The process has looked at how well all aspects of the child's education are being provided for. In March, a team of 18 teachers and administrators from the New Hampshire State Department of Education and other school districts in the state will visit each elementary school. This team will evaluate how well each school is accomplishing the goals set forth in the self-evaluation. A report will be issued to your School Board in the spring which will help the community not only judge current programs, but provide the basis for future planning.

Individual achievement tests are another means for evaluating the performance of a school. The children in School Administrative Unit No. 9 have consistently scored well on their achievement tests. An evaluation of the test administered this past May shows that, on an average, children in School Administrative Unit No. 9 score at about one grade higher than the national average. We will continue to monitor these tests so that we can insure that academic excellence continues.

In addition to the use of achievement tests for assurance of academic excellence, our accountability plan continues in its development. Tests in language arts, reading and math are being readied for this spring. Next to be developed are tests for social studies and science. The Accountability Committee will be ready to analyze the test results, report to the community and state their findings.

This past spring, the School Boards and Administration of School Administrative Unit No. 9 met to begin the process of selecting educational goals to establish plans for improvements to our school system. Ten goals were adopted by the Board and committees were established to develop plans for implementation of improvements. Work is underway to improve the writing curriculum. The math curriculum is to be improved with the addition of computer literacy. Individualized learning, improving reading instruction and the development of a systematic monitoring program of individual student progress are additional student improvement goals being worked on. Some of these plans will be reflected in this budget (purchase of micro-computers, in-service workshops).

The continued educational growth and improvement of the school programs would not be possible without your support. We would like to thank you for this and urge you to continue to provide us with your ideas and encouragement.

In closing, we would like to thank all the staff for the fine job they have done over the past year. Also, we are happy to provide you with the following reports from your schools, as well as reports from our Special Education and Title I Directors.

## EATON SCHOOL DISTRICT MEETING

The annual meeting of the Eaton School District was held on March 10, 1981, at the Evans Memorial Building, Eaton, New Hampshire, at 1:00 p.m.

Articles 1-5 were voted by ballot.

1. School Board (3 yrs.) - Nancy J. Young
2. Moderator - Samuel B. Head
3. Treasurer - Holly B. Gardner
4. Clerk - Suzanne C. Levesque
5. Auditor - Jane Gray

Article 6. To see whether the School District will vote to direct the School Board to undertake a study of the feasibility of re-establishing an elementary school within the Town of Eaton and to present a report of its findings at a public meeting no later than 2 June 1981. (Submitted by petition signed by Linda Jenkins and others.)

Barbara McKenzie moved, Alex McKenzie seconded. After some discussion a written request was made according to RSA 40:40b by three voters for a secret ballot vote. The motion carried 24-20.

Article 7. To see what sum of money the School District will vote to raise and appropriate for the support of schools, for the payment of salaries for school district officials and agents, and for the payment of the statutory obligations of the District.

Barbara McKenzie moved that the salary increase for Auditor be set at \$10.00 instead of the requested \$25.00 to be more proportionate with the other school district salaries; thereby reducing the total budget request from \$134,101.00 to \$134,086.00. Alex McKenzie seconded. The motion carried 33-0.

Article 8. To transact any other business that may legally come before this meeting.

Fred Coss stated that a correction under Article 10 of the 1980 meeting minutes needed to be made. The children who had attended the Conway schools for a period of three years without tuition payment were included in the Eaton census.

The Clerk stated that the vote on Article 8 of the 1980 meeting had been omitted from the minutes. The vote, 15-1, was not viewed as binding concerning the 1983 tuition contract renewal with the Town of Conway. Superintendent Kautz stated that a new vote must be taken which would be viewed as binding as that was the original intent of the article. Barbara McKenzie asked if there was a legal time element for a school district to withdraw from the contract. Kautz replied that no special legal notice spoke to that, but the Conway School Board required one year's notice of withdrawal. When a question arose as to the legality of a new vote, Kautz recommended that the School Board have an attorney check on this. Alex McKenzie moved that a vote for the consensus of the meeting to find Article 8 of the 1980 meeting to be legally binding. Barbara McKenzie seconded. The motion carried 29-1.

Joan Simonds urged voters to contact their representatives to vote against H.B. 241 which would reduce compulsory school attendance from age 16 to 14.

Paul Hennigan moved to adjourn. Alex McKenzie seconded. Motion carried 32-0. Meeting adjourned 2:06 p.m.

Suzanne C. Levesque  
School District Clerk

## Special Education Director's Report

by Elaine M. Woodman

It is the purpose of the State of New Hampshire to insure that the State Board of Education and the school districts of this State provide a free and appropriate public education for all educationally handicapped students. Special education means instruction specifically designed to meet the unique needs of the educationally handicapped student. This instruction is team-designed; is delivered in a variety of settings; and services the youngsters in our community ages 3-21 years of age no matter what the diversity of need.

SAU #9 can be very proud of some of the advances made in special education programming. The additional school psychologist has added depth, continuity, and a tremendous support to our schools. Referrals, assessments, and program needs have been addressed quicker, and this in turn means early identification and early intervention which are key factors in ensuring a positive school experience for many children.

We believe early intervention is the key; therefore, considerable effort has been in 'childfind' and outreach activities. The pre-school activities have strengthened this year through center-based programs, home-based support services, and inter-agency communications. This will develop a cooperative effort in addressing the needs of our children and provide them with the support they need as early as possible. The major benefit of this program is prevention of learning problems.

At the elementary schools, programs vary from consultation and program modification in the regular classroom structure to the varied amounts of resource room specialized programming. We are attempting, to the best of our ability, to make sure that the program fits the child's needs rather than the child fit the existing program.

Special education teachers are constantly pursuing results from current research studies on working with both the handicapped and children with minimal learning deficits. This staff dedication is highly commendable. I meet with each school's special education staff on a monthly basis to discuss their concerns and provide the administrative support I feel is necessary for an effective and successful program.

Our goal at the jr./sr. high level is to provide a continuum of special education services in conjunction with our regular education curriculum. The self-contained special program for the moderately to severely handicapped students has its own curriculum design. This model stresses functional academics, social and independent living skills, and vocational and motor skills. Community outreach and support continues to grow and the ultimate goal of job preparation is constantly improving. The Vocational Education/Special Education model is developing so that constant and consistent reinforcement is being given in each educational program. Resource room support, behavioral management programs, and counseling support are available through special education.

Parents, as the first and primary teachers of their children, play a significant role in the success of any school program. Their involvement in special education is twice as valuable. As a means of voicing concerns and becoming significant partners in educating our children, the Parent Support Group was organized. Every other Wednesday, at the SAU office, parents chat and learn from one another. This is facilitated by the Director of Special Education and the School Psychologist.



Staff development is an ongoing process and in special education is reflected through the following channels: workshops for parents and the community starting in the spring of 1982; teacher workshops both for regular and special educators; 'SPED INFO', an informational 'blurb' published once a month written by the Director; Parent Support Groups.

In conclusion, it is with much pleasure that I share with you our efforts in special education. It is because of parents, teachers, students, board members, and the community - working, supporting and trusting one another - that has resulted in quality special education programs for handicapped children in our schools.

### Title I Coordinator's Report

by Laura Jawitz

Title I serves approximately 200 children in grades 1-8 in SAU #9 who need extra help in reading skills. With the Federal funds granted to SAU #9 schools, specialists and trained tutors are hired for each of the elementary schools and the junior high school to write and implement educational plans for remediation of reading difficulties. Emphasis is on supplementing basic reading skills while creating a positive attitude of confidence in students. Children participate in daily half-hour sessions on a ratio of one teacher to three students.

If a teacher finds that a child is reading below grade level or in need of individual attention, the child's name is referred to the Title I staff. The child then receives the appropriate assessment. This assessment may include achievement test scores, informal diagnostic testing, teacher's recommendations, etc.

When a decision has been made that a child needs Title I services, the Title I staff will receive permission from the parent to test and work with the child. Staff members confer with the classroom teachers and individualize instruction. Title I activities enrich and supplement, but do not take the place of, classroom reading. Students work at their own pace on materials geared to their own diagnosed needs and abilities.

In order for the program to continue to be eligible for government funding, it is necessary to have an active Parent Advisory Council. The PAC is made up of parents and staff members and is involved with the planning, monitoring and evaluation of the Title I reading program. Due to Federal budget cuts to Title I funding, the Council worked diligently to review program alternatives for the coming year. After lengthy discussion, the Council voted to keep the program intact as it exists now and asked SAU #9 to supplement the anticipated Federal budget reduction. This request was approved by SAU #9, and it is reassuring to know that when it comes down to direct services for children, local support is there!



EATON SCHOOL BOARD MEETING JUNE 2, 1981

A public meeting of the Eaton School Board was held at 7:30 p.m. on June 2, 1981 in the Eaton Town Hall to discuss the considerations for the re-opening of the Eaton School.

Present were the following:

Board Members: Marcia Heath, Fred Goss and Nancy Young.

Town People: S. Head, Mr. & Mrs. A. Robotham, E. Kleinmeier, Betsy Ela, Mr. & Mrs. P. Hennigan, Mr. & Mrs. J. Underwood, N. Bean, Mr. & Mrs. R. Donahue, and Mr. & Mrs. C. Hurl.

SAU #9 Business Administrator--Dennis Peters, Recording Secretary J. Goss, and Press from Carroll County Independent Stephen Britt.

Dennis Peters presented the public with two information sheets regarding state codes for the re-opening of the school and the comparison of tuition versus opening our own school.

The general consensus of the people present was that it was not a practical idea to reopen the school because of the expense involved.

It was also noted that there were no people present who had signed the petition requesting the meeting. The meeting was adjourned at 8:30 p. m. by Board Member Fred Goss.

Respectfully submitted,  
Judith Goss  
Recording Secretary

CONWAY SCHOOL DISTRICT

ESTIMATED HIGH SCHOOL PER PUPIL COST

1982-1983

ESTIMATED  
HIGH SCHOOL  
EXPENDITURES  
1982-1983

1100	Regular Education	\$ 722,640
1200	Special Education	61,651
1300	Vocational Education	314,062
1400	Co-Curricular	101,832
2120	Guidance Services	54,146
2130	Health Services	17,368
2140	Psychological Services	450
2210	Improvement of Instruction	8,675
2220	Educational Media Services	50,118
2310	School Board Services	18,610
2320	Office of Superintendent of Schools	135,715
2410	Office of the Principal Services	83,607
2420	Scheduling Services	2,126
2490	Support Services - Adm.	38,072
2540	Operation & Maintenance of Plant	390,991
2640	Staff Services	814
2900	Other Support Services	7,988
5240	Food Services	19,440

Estimated High School Expenses \$2,028,305

Plus Student Activities Transportation 10,000

\$2,038,305

Est. Student Cost  $\$2,038,305 \div 800 = \$2,547.88$

CAPITAL OUTLAY EXPENDITURES

Equipment	\$ 34,055
Prin. of Debt (old)	30,000
Int. on Debt (old)	435
Sites (20 years)	4,854
Prin. of Debt (new)	74,375
Int. on Debt (new)	<u>76,718</u>
	\$220,437

REVENUE CREDITS

Building Aid	\$31,312
Driver Educ.	23,250
Co-Curricular	<u>5,775</u>
	\$60,337

$\$220,437 - \$60,337 = \$160,100$

$\$160,100 \div 800 = \$200.13$

SPECIAL ARTICLES EXPENDITURES

Asbestos Removal	\$70,000
Gym Floor	<u>8,500</u>
	$\$78,500 \div \$800 = \$98.13$

ESTIMATED COST:  $\$2,547.88 + \$200.13 + \$98.13 = \$2,846.14$

## OFFICE OF SUPERINTENDENT OF SCHOOLS

CONWAY SCHOOL DISTRICT  
North Conway, N.H.ACTUAL HIGH SCHOOL PER PUPIL COST  
1980-1981

	ACTUAL HIGH SCHOOL EXPENDITURES 1980-1981
1100 Regular Education	\$ 560,538.22
1200 Special Education	40,691.97
1300 Vocational Education	260,468.50
1400 CoCurricular Education	83,193.86
2120 Guidance Services	42,551.91
2130 Health Services	12,129.00
2210 Improvement of Instruction	6,334.94
2220 Educational Media Services	32,488.99
2310 School Board Services	19,446.95
2320 Office of Superintendent of Schools	90,130.40
2410 Office of the Principal Services	61,843.22
2420 Scheduling Services	2,187.52
2490 Support Services - Adm.	30,453.53
2540 Operation & Maintenance of Plant	276,840.91
2640 Staff Services	596.74
2900 Other Support Services	5,098.69
5240 Food Services	17,880.00

Actual High School Expenditures \$1,542,875.35

Plus Student Activities Transportation 4,135.50

\$1,547,010.85

$$\$1,547,010.85 \div 756.6 = \$2,044.69$$

CAPITAL OUTLAY EXPENDITURES

Equipment	\$ 13,352.02
Prin. of Debt (old)	35,000.00
Int. on Debt (old)	2,247.50
Sites (20 Years)	4,854.00
Prin. of Debt (new)	76,500.00
Int. on Debt (new)	86,430.00
Roof	69,601.00
	<u>\$287,984.52</u>

REVENUE CREDITS

Building Aid	\$33,450.00
Driver Educ.	18,175.00
	<u>\$51,625.00</u>

$$\$287,984.52 - \$51,625.00 = \$236,359.52$$

$$\$236,359.52 \div 756.6 = \$312.40$$

$$\underline{\text{ACTUAL COST: } \$2,044.69 + \$312.40 = \$2357.09}$$

KILLION, PLODZIK & SANDERSON  
ACCOUNTANTS AND AUDITORS  
171 NORTH MAIN STREET  
CONCORD, NEW HAMPSHIRE 03301

JOHN J. KILLION, JR., CPA  
STEPHEN D. PLODZIK, PA  
ROBERT E. SANDERSON, PA

TELEPHONES  
603 224 5971  
603 225 6990

To the Members of the  
School Administrative Unit No. 9 Board  
Conway, New Hampshire

We have examined the combined financial statements of the various funds of the School Administrative Unit No. 9 as of and for the fiscal year ended June 30, 1981, as listed in the foregoing table of contents. Our examination was made in accordance with generally accepted auditing standards and accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

As described in Note 1B, the combined financial statements referred to above do not include financial statements of the General Fixed Asset group of accounts, which should be included to conform with generally accepted accounting principles.

In our opinion, except that omission of the General Fixed Asset group of accounts results in an incomplete presentation as explained in the above paragraph, the combined financial statements referred to above present fairly the financial position of the School Administrative Unit No. 9 at June 30, 1981, and the results of its operations for the year then ended, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

Our examination was made for the purpose of forming an opinion on the combined financial statements taken as a whole. The accompanying financial information listed as supporting schedules in the table of contents is presented for purposes of additional analysis and is not a required part of the combined financial statements of the School Administrative Unit No. 9. The information has been subjected to the auditing procedures applied in the examination of the combined financial statements and, in our opinion, is fairly stated in all material respects in relation to the combined financial statements taken as a whole.

August 7, 1981

*Killion, Plodzik & Sanderson*

EATON SCHOOL DISTRICT  
1982 - 1983 SCHOOL BUDGET

Func- tion	Object/ Dept.	Description	Adopted Budget 1980-81	Actual Expenditures 1980-81	Adopted Budget 1981-82	Proposed Budget 1982-83
1100		<u>Regular Education</u>				
	561-101	Tuition, Elementary	49,400	35,424.19	43,625	44,505
	561-102	Tuition, Jr. High	17,600	14,241.16	28,275	28,210
	561-103	Tuition, High School	<u>32,532</u>	<u>21,253.43</u>	<u>31,728</u>	<u>56,920</u>
		TOTAL 1100 REGULAR EDUCATION	99,532	70,918.78	103,628	129,635
1200		<u>Special Education</u>				
	563-101	Private Tuition	<u>2,700</u>	<u>---</u>	<u>7,200</u>	<u>---</u>
		TOTAL 1200 SPECIAL EDUCATION	2,700	---	7,200	---
2310		<u>School Board Services</u>				
	523-37	Treasurer's Bond	40	20.00	40	40
(2311)	110-74	School Board Salaries	150	150.00	150	150
(2312)	390-47	Census	20	38.63	20	20
(2313)	390-74	Treasurer's Salary	25	25.00	25	25
(2317)	390-47	Audit	5	5.00	10	10
(2319)	390-74	Salary - Clerk/Moderator	20	12.50	20	20
(2319)	390-117	School Board Expense	50	100.00	50	50
(2319)	540-70	Printing/Advertising	50	261.40	50	50
(2319)	810-21	NHSBA Dues	<u>---</u>	<u>---</u>	<u>60</u>	<u>60</u>
		TOTAL 2310 SCHOOL BOARD SERVICES	360	612.53	425	425

Func- tion	Object/ Dept.	Description	Adopted Budget 1980-81	Actual Expenditures 1980-81	Adopted Budget 1980-82	Proposed Budget 1982-83
2320		<u>Office of Superintendent</u>				
	351-104	SAU #9 Share	<u>5,558</u>	<u>5,577.91</u>	<u>3,942</u>	<u>5,577</u>
		TOTAL 2320 OFFICE OF SUPERINTENDENT	5,558	5,557.91	3,942	5,577
2550		<u>Pupil Transportation</u>				
	110-72	Salary - Bus Drivers	6,460	6,845.00	7,106	7,106
	230-38	FICA	417	421.48	475	476
	214-44	Workmen's Comp.	226	214.00	230	199
	260-43	Unemployment	162	83.78	75	60
	440-99	Labor	450	159.69	500	600
	524-34	Insurance	500	463.00	500	500
	610-87	Supplies, Parts	500	238.44	750	900
	610-88	Supplies, Tires	400	340.76	700	700
	656-86	Supplies, Gasoline	<u>3,640</u>	<u>2,804.63</u>	<u>4,455</u>	<u>5,300</u>
		TOTAL 2550 PUPIL TRANSPORTATION	12,755	11,570.78	14,791	15,841
2640		<u>Staff Services</u>				
	340-25	Health Exams, Emp.	<u>60</u>	<u>75.00</u>	<u>100</u>	<u>60</u>
		TOTAL 2640 STAFF SERVICES	60	75.00	100	60
5250		<u>Capital Reserve</u>				
	880-105	Tr. to Capital Reserve	<u>3,000</u>	<u>3,000.00</u>	<u>4,000</u>	<u>4,000</u>
		TOTAL 5250 CAPITAL RESERVE	3,000	3,000.00	4,000	4,000
		TOTAL APPROPRIATION	<u>123,965</u>	<u>91,735.00</u>	<u>134,086</u>	<u>155,538</u>
		DEFICIT APPROPRIATION	<u>6,000</u>			
			129,965			



SCHOOL ADMINISTRATIVE UNIT NO. 9

1982-1983 Budget

ALBANY - BARTLETT - CHATHAM - CONWAY - EATON  
FREEDOM - JACKSON - MADISON - TAMWORTH

Func- tion	Object/ Dept.	Description	Adopted Budget 1981-82	Adopted Budget 1982-83	Eaton's Share 1.15% 1982-83
1100	110-77	Art Salaries	28,659	31,633	363.78
	110-77	PE Salaries	23,650	26,200	301.30
	120-76	Sub. Salaries	100	100	1.15
	211-39	Health Insurance	2,859	2,414	27.76
	212-39	Dental Insurance	378	421	4.84
	214-44	Workmen's Comp.	168	202	2.32
	222-42	Retirement	1,138	792	9.11
	230-38	FICA	3,501	3,875	44.56
	260-43	Unemployment	346	309	3.55
	580-113	Travel	4,620	5,313	61.10
	330-134	Accountability/Staff Devel.	10,000	7,500	86.25
	330-141	Title I Supplement	---	46,249	531.86
		Sub Total	75,419	125,008	1,437.58
2130	110-77	Nurses' Salaries	22,375	24,925	286.64
	120-76	Sub. Salaries	100	100	1.15
	211-39	Health Insurance	1,813	2,111	24.28
	212-39	Dental Insurance	189	211	2.43
	214-44	Workmen's Comp.	72	87	1.00
	222-42	Retirement	486	341	3.92
	230-38	FICA	1,495	1,670	19.20
	260-43	Unemployment	150	132	1.52
	580-113	Travel-In SAU	2,670	3,072	35.33
	580-114	Travel-Out of SAU	270	270	3.10
		Sub Total	29,620	32,919	378.57

Func- tion	Object/ Dept.	Description	Adopted Budget 1981-82	Adopted Budget 1982-83	Eaton's Share 1.15% 1982-83
2190	110-77	Salaries, Spec. Serv.	65,860	103,262	1,187.51
	120-76	Sub. Salaries	100	100	1.15
	211-39	Health Insurance	4,149	6,031	69.36
	212-39	Dental Insurance	474	738	8.49
	214-44	Workmen's Comp.	212	361	4.15
	222-42	Retirement	1,431	1,415	16.27
	230-38	FICA	4,400	6,919	79.57
	260-43	Unemployment	375	462	5.31
	580-113	Travel	5,340	10,463	120.32
	631-71	Prof. Books	---	100	1.15
	640-59	Periodicals	---	50	.58
	741-100	Equipment	---	50	.58
	742-100	Replacement Equip.	---	100	1.15
	810-21	Dues - Sp. Ed. Dir.	---	40	.46
	580-15	Travel - Out of District	---	800	9.20
		Sub Total	82,341	130,891	1,505.25
2210	270-17	Course Reimbursement	2,500	2,500	28.75
	320-45	In-Service	500	500	5.75
		Sub Total	3,000	3,000	34.50
2310	523-37	Insurance, Treas. Bond	50	50	.58
2317	380-47	Auditors	1,000	1,000	11.50
2319	522-35	Prof. Liab. Ins.	1,168	1,205	13.86
2319	540-70	Advertising	500	500	5.75
2319	810-21	Dues	575	575	6.61
		Sub Total	3,293	3,330	38.30

Func- tion	Object/ Dept.	Description	Adopted Budget 1981-82	Adopted Budget 1982-83	Eaton's Share 1.15% 1982-83
2320	110-72	Superintendent	33,957	36,520	419.98
	110-75	Secretary	10,546	11,565	133.00
	211-39	Health Insurance	1,758	1,206	13.87
	212-39	Dental Insurance	189	211	2.43
	214-44	Workmen's Comp.	141	169	1.94
	221-41	Retirement	1,331	1,323	15.21
	230-38	FICA	2,971	2,946	33.88
	260-43	Unemployment	150	132	1.52
	580-15	Travel - Out of SAU	1,335	1,400	16.10
	580-112	Travel - In SAU	2,000	2,300	26.45
	640-71	Periodicals	---	312	3.59
		Sub Total	54,378	58,084	667.97
		Contingency	1,500	---	---
		Sub Total	1,500	---	---
2321	110-72	Asst. Superintendent	27,140	29,703	341.58
	110-75	Secretary	7,756	8,172	93.98
	211-39	Health Insurance	2,580	2,111	24.27
	212-39	Dental Insurance	189	211	2.43
	214-44	Workmen's Comp.	109	133	1.53
	221-41	Retirement	1,043	1,042	11.98
	230-38	FICA	2,329	2,538	29.19
	260-43	Unemployment	150	132	1.52
	580-15	Travel - Out of SAU	1,335	1,400	16.10
	580-112	Travel - In SAU	2,000	2,300	26.45
	630-71	Prof. Books	100	100	1.15
		Sub Total	44,731	47,842	550.18

Func- tion	Object/ Dept.	Description	Adopted Budget 1981-82	Adopted Budget 1982-83	Eaton's Share 1.15% 1982-83
2521	110-72	Business Administrator	24,334	26,897	309.32
	110-75	Secretary (3 Positions)	32,343	37,862	435.41
	211-39	Health Insurance	5,160	6,032	69.37
	212-39	Dental Insurance	378	421	4.84
	214-44	Workmen's Comp.	181	229	2.63
	221-41	Retirement	1,695	1,782	20.49
	230-38	FICA	3,783	4,340	49.91
	260-43	Unemployment	300	264	3.04
	440-118	Repairs - Equipment	---	100	1.15
	440-120	Cont. Serv. - Equipment	6,830	7,530	86.59
	580-15	Travel - Out of SAU	667	700	8.05
	580-112	Travel - In SAU	2,000	2,300	26.45
	610-83	Supplies	6,300	11,265	129.55
	360-100	Software Spt./Prog. Changes	1,500	1,500	17.25
	741-100	New Equipment	---	839	9.65
		Sub Total	85,471	102,061	1,173.70
2540	520-40	Insurance	383	630	7.24
	110-72	Custodian	2,551	2,551	29.34
	214-44	Workmen's Comp.	9	84	.97
	230-38	FICA	171	171	1.97
	260-43	Unemployment	---	28	.32
	652-89	Electricity	915	950	10.92
	530-92	Telephone	6,780	6,780	77.97
	653-91	Heat	2,875	2,650	30.48
	440-119	Maintenance of Bldg.	500	600	6.90
	440-120	Cont. Serv. - Bldg.	150	200	2.30
	451-100	Rent	1	1	.01
		Sub Total	14,335	14,645	168.42

<u>Func- tion</u>	<u>Object/ Dept.</u>	<u>Description</u>	<u>Adopted Budget 1981-82</u>	<u>Adopted Budget 1982-83</u>	<u>Eaton's Share 1.15% 1982-83</u>
2900	223-41	Retirement Liab./Retirees	94.8	1,540	17.71
		Sub Total	94.8	1,540	17.71
		GROSS BUDGET TOTAL	395,036	519,320	5,972.18
		LESS STATE SALARIES	7,300	---	---
		LESS SURPLUS	5,000	6,340	72.91
		NET BUDGET SUB TOTAL	382,736	512,980	5,899.27
		LESS 94-142 FUNDS (to be determined)		28,000	322.00
		BUDGET TO BE RAISED BY DISTRICTS		484,980	5,577.27

# DISTRICT SHARE:

Superintendent:	Albany, \$551.45; Bartlett, \$4,776.82; Chatham, \$233.73; Conway, \$21,028.22; Eaton, \$419.98; Freedom, \$1,862.52; Jackson, \$1,804.09; Madison, \$2,622.14; Tamworth, \$3,221.06
Asst. Superintendent:	Albany, \$448.52; Bartlett, \$3,885.15; Chatham, \$190.10; Conway, \$17,102.99; Eaton, \$341.58; Freedom, \$1,514.86; Jackson, \$1,467.33; Madison, \$2,132.67; Tamworth, \$2,619.81
Business Administrator:	Albany, \$406.14; Bartlett, \$3,518.13; Chatham, \$172.14; Conway, \$15,487.29; Eaton, \$309.32; Freedom, \$1,371.75; Jackson, \$1,328.71; Madison, \$1,931.20; Tamworth, \$2,372.32

EATON SCHOOL DISTRICT  
Balance Sheet  
June 30, 1981

	Acct. <u>No</u>	<u>General</u>
<u>ASSETS:</u>		
Cash	100	\$22,586.79
Other Receivables	150	<u>71.19</u>
TOTAL ASSETS		\$22,657.98
 <u>LIABILITIES AND FUND EQUITY:</u>		
Unreserved Fund Balance	770	<u>\$22,657.98</u>
TOTAL LIABILITIES AND FUND EQUITY		\$22,657.98

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STATEMENT OF REVENUES  
For the Fiscal Year Ended June 30, 1981

	Acct. <u>No</u>	<u>General</u>	
<u>REVENUE FROM LOCAL SOURCES:</u>			
Taxes	1121	\$109,007.00	
Other Local Revenue	1990	<u>221.00</u>	
TOTAL LOCAL REVENUE			\$109,228.00
 <u>REVENUE FROM STATE SOURCES:</u>			
Sweepstakes	3120	<u>\$ 999.35</u>	
TOTAL REVENUE FROM STATE SOURCES			<u>\$ 999.35</u>
TOTAL REVENUE			\$110,227.35



EATON SCHOOL DISTRICT

REVENUE ITEMS

	ACTUAL RECEIPTS <u>1980-81</u>	ESTIMATED RECEIPTS <u>1981-82</u>	ESTIMATED RECEIPTS <u>1982-83</u>
UNENCUMBERED BALANCE	4,583.41	22,658.00	5,000
Sweepstakes	999.35	757.00	---
Handicapped Aid	---	374.00	81
Other Local	221.00	---	---
 TOTAL REVENUE	 5,803.76	 23,789.00	 5,081
DISTRICT ASSESSMENT	<u>109,007.00</u>	<u>110,297.00</u>	<u>150,457</u>
GRAND TOTAL REVENUE	114,810.76	134,086.00	155,538

## **VITAL STATISTICS**

In compliance with an act of legislature passed in 1887, requiring clerks of towns and cities to furnish a transcript of record of marriages, births, and deaths to the town officers for publication in the annual report, the following are submitted.

Marcia S. Heath, Town Clerk  
Eaton, N.H.

### **BIRTHS**

January 19, 1981 - Hannah Leighton Russell, born North Conway, N.H. Father, Chester G. Russell, born N.H.; Mother, Suzanne J. Russell, born N.H.

### **MARRIAGES**

April 16, 1981 - In Eaton, N.H., Gary Steven Palumbo, born N.J., resident Chatham, N.J. Ruth Ann Duffy, born PA, resident Chatham, N.J. Married by Marcia S. Heath.

May 30, 1981 - In Eaton, N.H. Charles Warwick Hurl, Born Mass., resident Eaton, N.H. Ruby Althea Blyden, Born Vt., resident Loudon, N.H. Married by James P. McAlpine.

June 20, 1981 - In North Conway, N.H. Charles Fraser Lovejoy, born Conn. resident South Natick, Mass., Laurie Allen Gabriel, born N.Y., resident Allston, Mass. Married by James P. McAlpine.

June 27, 1981 - In Eaton, N.H. Mark Steven Provost, Born R.I. resident Eaton, N.H. Linda Ann Jenkins, Born Ill., resident Eaton, N.H. Married by Marcia S. Heath.

October 3, 1981 - In Eaton, N.H. Richard F. Wilcox Jr., born Mass. resident Eaton, N.H. Brenda L. Einstein, Born S. Dakota, resident Eaton, N.H. Married by Rev. Richard F. Wilcox.

October 3, 1981 - In Eaton, N.H. Mark Lee Paris, born R.I. resident Boston, Mass., Catherine Therese Burns, born Conn. resident Boston, Mass. Married by Rev. Brian Kelley.

October 3, 1981 - In Eaton, N.H. Philip L. Bianchi, Born Texas, resident Brooklyn, N.Y. Edith I. Higgins, born N.H. resident Scotts Bluff, Neb. Married by Stanley E. Davidson, Jr.

December 26, 1981 - In Eaton, N.H. Thomas J. Mallon, born R.I. resident Holliston, Mass. Sally J. Grossmann, born N.J. resident Barrington, R.I. Married by Richard F. Wilcox.







